

**DEAL APPROVAL FORM  
CONSULTANCY SERVICES AGREEMENT**

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 TFS Vendors.

**INITIATED BY:** SURYA PRAKASH

<b>TFS Contracting Party</b>		Travel Food Services Chennai Private Limited (TFSCPL)	
<b>Counter Party Details</b>	Entity Name	Dr. Patrick Ryan ( Consultant)	
	Registered Address	Niranjanam III Floor, Block No.21, Flat F.P.T. Rajan Road, K K Nagar, Chennai 600078	
	Signatory	<i>Dr. Patrick Ryan</i>	
<b>Purpose of the Agreement: Scope ( Attach detailed scope if required as Annexure)</b>		Consultant shall provide advice on labour law related matters to the Company. Detailed Scope of Work is stated under Annexure A	
<b>Term of Agreement.</b>		Start Date: 1 <sup>st</sup> July, 2023	to End Date : 30 <sup>th</sup> June, 2025
<b>Lock-In Period, (if applicable):-</b>		No Lock in period for both parties.	
<b>Non-Compete-Exclusivity</b>		Non Exclusive Arrangement	
<b>Fees/ Commercials :</b>		Rs. 20,000/- Per Month	
<b>Payment Terms/Credit Period:</b>		30 days from the date of receipt of invoice	
<b>Stamp Duty</b>		TFSCPL has paid the stamp duty.	
<b>Right to assign:-</b>		The Consultant shall not transfer or assign any of its rights and obligation to any third party without prior written consent of the Company. Company shall be entitled to assign this Agreement, either in whole or in part to its affiliates, associate company or Group Company.	
<b>Termination:</b>		The Company may terminate this Agreement by giving 30 (thirty) days' notice to the Consultant without assigning any reason whatsoever. 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.	
<b>Deviations from TFS Standard Agreement or clauses</b>		NA	
<b>REVIEWED BY</b>			

<b>LEGAL:-</b> Name: Deepak Kurian Sign: <i>[Signature]</i>	<b>FUNCTIONAL/ UNIT HEAD</b> Name: Conrad Alves Sign: <i>[Signature]</i>
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**APPROVED BY**

Vikas Kapoor (CFO)	<i>[Signature]</i>
Gaurav Dewan (COO)	<i>[Signature]</i>

*Pradis cum*

Annexure A

**Scope of Work**

- 1. CONSULTANCY ON THE FACTORIES ACT, 1948 AND ALLIED ENACTMENTS** (Compliance, integration with existing HR systems like biometric, salary statement etc, Returns etc and liaising etc., based on inputs from the establishment)  
The Factories Act, 1948  
  
The Conferment of Permanent Status to Workmen Act, 1981  
  
The Maternity Benefit Act, 1961  
  
TN Payment of Subsistence Allowance Rules, 1981  
  
The Minimum Wages Act, 1948  
  
The Payment of Wages Act, 1927  
  
The TN Labour Welfare Fund Act, 1972  
  
The Tamil Nadu Industrial Establishments (National, Festival Holidays and Special Holidays) Act, 1958
- 2. CONSULTANCY ON THE TAX ON PROFESSION, TRADE, CALLING AND EMPLOYMENT ACT**  
(Compliances, Half Yearly returns Liaising, Etc)
- 3. CONSULTANCY ON THE EMPLOYEES STATE INSURANCE ACT, 1948**  
(Compliances Audit, Contractors Audit, Reconciliation, Liaising, Etc)
- 4. CONSULTANCY ON INDUSTRIAL DISPUTES ACT**  
( Disciplinary Action Against Errant Employees , Show Cause Notice, Domestic Enquiry, Order of Punishment, Order of Suspension, Subsistence Allowance, 9A Notice, Retrenchment Procedures, Drafting of Answer Statements, In Conciliation Proceedings, Labour Court/ Industrial Tribunal Appearances Etc,)
- 5. THE PAYMENT OF GRATUITY ACT**  
Gratuity Settlement, Appearance before Gratuity Court in Case Of Dispute,
- 6. PAYMENT OF BONUS ACT**  
(Bonus Negotiation, Dispute Relating To Bonus, Appearance before Payment of Bonus Authority)
- 7. POSH ( PREVENTION OF SEXUAL HARASEMENT IN WORK PLACE**  
(Framing of Posh Policy, Constitution of ICC, and Proceedings of ICC, Minutes, and Returns Etc.)

TFS copy



महाराष्ट्र MAHARASHTRA

2023

BY 708150

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८००००९८  
20 APR 2023  
सक्षम आधिकारी

श्रीमती लता सांगळे

**THIS STAMP PAPER IS PART OF  
CONSULTANCY SERVICES AGREEMENT  
DATED 31<sup>ST</sup> DAY OF AUGUST, 2023**

By And Between

**Travel Food Services Chennai Private Limited**

And

**Dr. Patrick Ryan**



000212

## AGREEMENT

जोड़पत्र -२ / Annexure - II

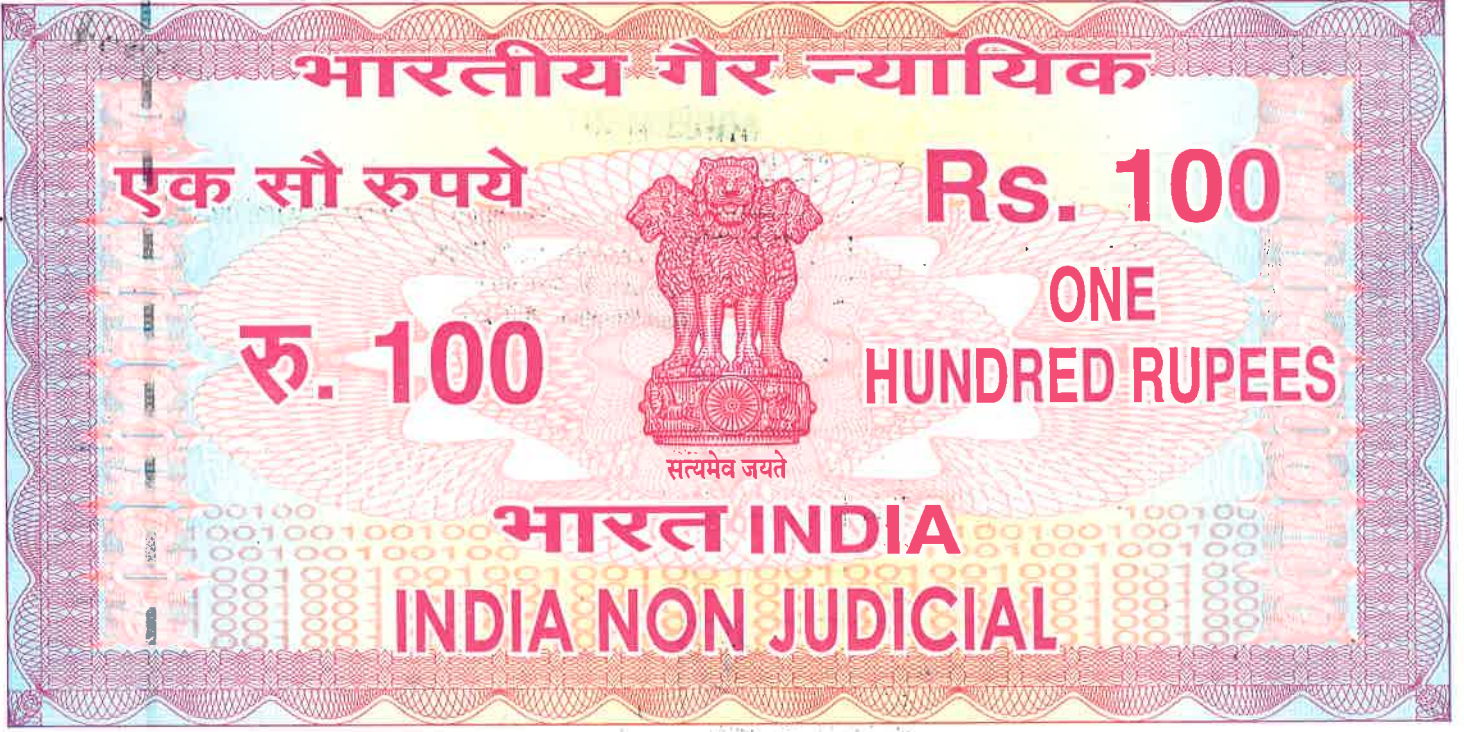
दस्ताचा प्रकार	
दस्त नोंदणी करणार आहेत का ?	YES / NO
मिळकतीचे वर्णन --	
मुद्रांक विकत घेणाऱ्याचा नाव	
दुसऱ्याचा पक्षकऱ्याचे नाव	
हस्ते अराल्यास त्यांचे नाव व पत्ता	
मुद्रांक शुल्क रक्कम	
मुद्रांक विक्री बंध वही अद्य. क्रमांक/दिनांक	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	
परवाना क्रमांक: ८०००१८	
मुद्रांक विक्रेते विक्राण/पत्ता: वार अरुणसिंह एन्ड एम् ए सी वी २, हनुमन्तल शोमडी मार्ग, अरुण हनुमन्तल व्हा समोर, विक्रम सिनेमाच्या बाजूला, सी.एस.टी., मुंबई - ४०० ००१	
या कागदावरील सगळी मुद्रांक करेदी केला त्यांनी त्याच कागदावरील मुद्रांक करेदी भरल्यासून व अतिरिक्त वापरणे अशक्यताक आहे ।	

Travel Food Services Chennai Private Limited  
Shiv Sagar Estate, A-Block,  
1st Floor, Dr. A.B. Road,  
Worli Mumbai - 400 018,



27 APR 2023

27 APR 2023



महाराष्ट्र MAHARASHTRA

● 2023 ●

65AA 911374

पद  
पधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८००००९८  
- 6 JUL 2023  
सक्षम अधिकारी

श्री. जे. पी. वाईकर

### CONSULTANCY SERVICES AGREEMENT

This Consultancy Services Agreement ('Agreement') is made at Mumbai, on this 31<sup>st</sup> day of August, 2023.

#### BETWEEN

**Travel Food Services Chennai Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered address situated at Block – A, South Wing, 1<sup>st</sup> Floor, Shiv Sagar Estate, Dr. Annie Besant Road, Worli, Mumbai, 400018 (hereinafter referred to as "**the Company**") which expression unless repugnant to the context or meaning hereof shall include its successors and permitted assignees) of **FIRST PART**;

#### AND

**Dr. Patrick Ryan**, a company incorporated under the Companies Act, 2013 and having its registered office located at Niranjanam III Floor Block No.21, Flat F.P. T Rajan Road, KK Nagar, Chennai 600 078 (hereinafter referred to as "**the Consultant**") which expression unless repugnant to the context or meaning hereof shall include its successors and permitted assignees) of **SECOND PART**.





Both the Company and the Consultant shall be referred individually as "Party" and together as "Parties".

**AND WHEREAS** the Company is engaged in the business of operating food and beverage services at travel related locations in India, including but not limited to airports, railways and highways.

**AND WHEREAS** the Consultant is in the business of providing consultation services in the field of labour law to various companies.

**AND WHEREAS** the Consultant is desirous of providing the consultancy services to the Company and has represented to have sufficient knowledge and expertise in subject of labour law matters (hereinafter known as **Services**). The Company has agreed to engage the Services of the Consultant on the terms and conditions as set out hereunder purely on a principal to principal basis.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. DEFINITIONS**

The following terms, to the extent not inconsistent with the context thereof shall have the meaning assigned thereof:

"Agreement" or "the Agreement" or "this Agreement" shall mean this agreement, and shall include any recital or any amendments made to this Agreement by the Parties in writing.

Any reference in "writing" includes printing, typing, lithography and other means of reproducing words in permanent forms.

The terms "include" and "including" shall mean "including without limitation". Further, words denoting any gender shall include all gender, and words in the singular shall mean and include the plural.

The headings, sub-headings, titles, subtitles to the sections, clauses, sub clauses and paragraphs are for information only, shall not form part of the operative provisions of this Agreement and shall be ignored in construing the same.

**2. TERM**

This Agreement will come into force on 1<sup>st</sup> July, 2023 and shall remain valid and binding for a period of 2 (Two) years therefrom and shall expire on 30th June, 2025, hereinafter to be referred to as "Term", unless terminated in accordance with the terms of this Agreement.

The Term may be extended from time to time by mutual consent in writing for a further period as agreed between the Parties.

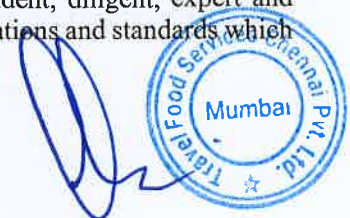
**3. SCOPE OF WORK**

The Consultant shall provide high quality consultancy services as detailed in **Annexure A**.

**4. PERFORMANCE OF SERVICES/ OBLIGATION OF CONSULTANT**

The Consultant agrees and undertakes:

- a. The Consultant hereby accepts to render its professional services to the satisfaction of the Company as per the Company's requirements.
- b. The Consultant shall ensure to provide his best services to the Company in terms of the work assignments and time schedules and keep all costs within the budget limits.
- c. The Consultant shall also be required to provide any other additional services which may be required as per the need and requirement and in the interest of the Company.
- d. The Consultant shall render his Services in a proper, diligent and efficient manner using standard of skill, diligence, prudence and foresight that would reasonably be expected from a prudent, diligent, expert and experienced professional in India; and in compliance with all applicable laws, regulations and standards which the Performer is legally required to comply.



- e. The Consultant shall be available for consultancy and advise whenever required during the duration of this Agreement.
- F. The Consultant shall not to enter into any commitment or dealings on behalf of the Company for which he has no express authority and not to exceed the authority or discretion vested in him without consulting the Company.
- g. The Consultant shall act in good faith, in the best interests of the Company and in a manner, which is consistent with the maintenance of the business and good will of the Company.
- h. The Consultant shall not violate any policies, rules and regulations of the Company and shall render his professional Services in conformity with the brand value/image of the Company. Consultant shall always act in a professional manner when interacting with the employees of the Company and will not encourage the employees to act against the Company policies. Any act or abstinence on the part of the Consultant that violate the Consultants covenants shall entitle the Company to immediately terminate this Agreement and withhold/suspend any payments due to the Consultant.
- i. The Consultant shall not divulge at any time during the continuance of this Agreement or any time thereafter any of the affairs or trade or any other confidential information, including, without limitation, business and commercial strategy, administrative processes, business methods and other administrative, business, commercial and legal aspects of the Company' commercial and business activities related to the Company's businesses.
- j. The Consultant shall be responsible for the safekeeping of the Company's documents/ details entrusted to him during the tenure of this Agreement and for its return to the Company on the expiry or termination of the Agreement. If on the expiry or termination of this Agreement, the Consultant fails to return the document to the Company then the Company shall in its absolute discretion fix a reasonable value thereof and recover such value after reasonable notice by deducting the same from any sums or sum of money due and payable to him or by any other means.
- k. The Consultant shall not carry on without the Company's previous written permission during the tenure of the Agreement, any business or activities related to any business which are detrimental to and directly in conflict with the Agreement entrusted to him.
- l. The Consultant shall always have a dedicated personnel to assist the Company on any query or clarity pertaining to labour laws and the services rendered by the Consultant.

## 5. CONSULTANCY CHARGES

In consideration of the Services provided by the Consultant, the Company agrees to pay upon receipt of an invoice from the Consultant, an amount equal to Rs. 20000/- (Rupees Twenty Thousand Rupees only) (hereinafter called as "**Consultancy Charges**") per month subject to deduction of tax as per the law prevailing from time to time.

The Company shall pay the Consultancy Charges to the Consultant within 30 (thirty) days of the receipt of the invoice.

## 6. STATUTORY COMPLIANCE

- 6.1 The Consultant shall comply with all the relevant and applicable laws, acts, statues, rules and regulations for rendering Services to the Company. The Consultant shall be solely responsible for complying with all the applicable laws etc.
- 6.2 The Consultant shall obtain all the requisite licenses, permits, consents, permissions required for rendering its Services (if applicable) and furnish a copy thereof to the Company prior to execution of this Agreement hereof.
- 6.3 Compliance: Service Provider agrees to abide by the Code of Conduct of the Company as referred under [ssp-supplier-code-of-conduct-2023\\_final.pdf \(foodtravelexperts.com\)](#)





**7. NON-PERFORMANCE OF SERVICES**

If due to any reason not attributable to the Company, the Consultant is unable to perform and provide adequate Services, the Consultant will be liable for a penalty as determined by the Company and the Consultant shall have no reservation on the same.

**8. INDEMNITY**

The Consultant agrees to indemnify and keep indemnified the Company at all times against any loss, costs, charges, damage or claim that the Company may incur or suffer on account of the advice given by the Consultant, negligence or any wrongful act, any commission or omission, misbehaviour of the Consultant and breach of the terms and conditions of this Agreement.

**9. TERMINATION**

The Company may terminate this Agreement by giving 30 (thirty) days' notice to the Consultant without assigning any reason whatsoever. 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.

**10. BREACH OF CONTRACT**

In the event, the Consultant commits breach of the relevant statutes, rules and regulations or conditions of license/ permission and breach of any of the terms of this Agreement while performing the Services, then the Consultant alone shall be held responsible/liable for the same and the Company shall be entitled to forthwith terminate the Agreement by giving a written notice.

**11. FORCE MAJEURE**

11.1 Subject to clause (12.4) below, neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure :

Is caused directly or indirectly, without fault by such Party, by fire, flood, earthquake, elements of nature, or acts of God; acts of war, terrorism, riots, civil disorder, rebellions or revolutions; quarantines, embargoes and other governmental actions; or any other cause beyond the reasonable control of such Party; and Beyond the control of Parties; Events meeting both the criteria set forth in clause (i) and (ii) above are referred to collectively as "Force Majeure Events".

11.2 Subject to the clause (12.4) below, upon the occurrence of the Force Majeure Event, the non performing Party will be excused from any further performance or observance of the affected obligations for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by phone/email or by other means to be reduced into writing within a reasonable time and describe in detail the circumstances causing such delay.

11.3 If the Force Majeure Event causes a material failure or delay in the performance of any Services for more than 7 (seven) days, the Company may, procure the Services from an alternate source until the Consultant is again able to provide such Services, and the Consultant shall be liable for all payments made and costs incurred by the Company required to obtain the Services from such alternate source during such period; and provided, however, the Company will not be obligated to continue to pay the Consultant the charges established during such period, and the Consultant will not be entitled to any additional payments as a result of Force Majeure Event.

11.4 If the circumstances described in clause 12.3 above continues for more than 60 (sixty) consecutive days, the Company may immediately terminate this Agreement.

11.5 Notwithstanding anything stated in any other provision of this clause 12, a Force Majeure Event will not relieve the Consultant of its obligation to implement the applicable disaster recovery measures.



## 12. CONFIDENTIALITY

During the term of this Agreement, certain information which the Company may disclose to the Consultant may be considered by the Company as proprietary or confidential in nature but not limited to: (i) Company's data, (ii) business plans or records of the Company, (iii) any Company's proprietary software licensed or otherwise made available to the Consultant, (iv) any and all such other information that the Company specifies as confidential and provides to the Consultant, (v) the terms and conditions as mentioned in this Agreement, (vi) any other confidential information that a business person would deem confidential, collectively called as "Confidential Information"). Such Confidential Information shall be used by the Consultant for the sole purpose of performing the duties and contractual obligations under this Agreement.

For clarity, Company Data means all Confidential Information of the Company as well as all data and information (including data relating to the transactions reflected in this Agreement and databases) (i) submitted to Consultant by the Company, (ii) obtained, maintained, developed or produced by Consultant or Consultant having access in connection with the provision of Services, including but not limited to in (i), (ii) and (iii) above, information relating to the Company's customers, employees, third party vendors, technology, operations, facilities, financials, consumer markets, products, capacities, systems, procedures, security practices, research development, business affairs and finances.

- a. **Exclusions:-** The obligations of confidentiality shall not be applicable to any Confidential information that is: Publicly available or becomes so in the future without restriction  
Rightfully received by Consultant from a third party having no obligations of confidentiality to the Company.  
Already in the Consultant's possession and lawfully received from sources other than the Company,  
Independently developed by the Consultant, or  
Approved in writing for release or disclosure without restriction by the Company.
- b. **Limited waivers:** - The terms of this clause 13 shall not preclude the disclosure of Confidential Information by Consultant if such disclosure is (i) in response to a valid court order or government body if India; (ii) otherwise required by law; provided, however, that the Consultant shall provide a written notice to the Company of such request and will limit the disclosure to the extent required for such purpose.
- c. **Return of the Confidential Information:** - The Consultant shall immediately return all originals, copies, reproductions and summaries of Confidential Information in its control upon expiry or earlier termination of this Agreement or as and when requested by the Company.

## 13. ASSIGNMENT

The Consultant shall not transfer or assign any of its rights and obligation to any third party without prior written consent of the Company. Company shall be entitled to assign this Agreement, either in whole or in part to its affiliates, associate company or Group Company.

## 14. AMENDMENTS

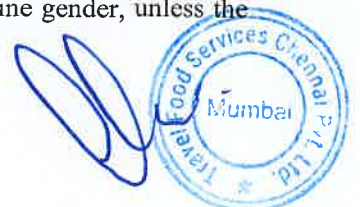
This agreement or any of its provisions can only be modified or amended by a separate written document signed by authorised signatories of both the Parties.

## 15. SEVERABILITY:

If any clause/ provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, under this Agreement, then the remaining clause/provisions will remain in full force and effect as if such invalid or unenforceable clause/ provision had never been included.

## 16. HEADINGS:

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. Singular nouns will include plural and masculine gender will include feminine gender, unless the context otherwise provide.



## **17. NOTICE:**

17.1 Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (i) when delivered by hand/courier/ registered AD/ email, (ii) one business day after being sent by reputable overnight courier, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time to specify by notice delivered in the foregoing manner:

If to Consultant, to:

**Dr. Patrick Ryan**

Niranjanam III Floor Block No.21,  
Flat F .P. T Rajan Road,  
KK Nagar, Chennai 600 078

If to the Company, to:

**Travel Food Services Chennai Private Limited**

Block – A, South Wing, 1<sup>st</sup> Floor,  
Shiv Sagar Estate, Dr. Annie Besant Road,  
Worli, Mumbai, 400018

17.2 All notices to be given under this Agreement shall be in writing and in the English language.

17.3 Any notice under this Agreement shall be communicated to either party and shall be effective from the date of receipt of the Notice.

## **18. INTELLECTUAL PROPERTY RIGHTS:**

Consultant agrees that all right, title and interest in and to all techniques, methods, processes, formulae, improvements, inventions and discoveries made or conceived or reduced to practice by Consultant, solely or jointly with others, which are specifically conceived in the course of providing the Services hereunder to the Company during the term of this Agreement (“Intellectual Property”) shall become the sole and exclusive property of the Company. Consultant shall promptly and fully disclose to the Company all notes, drawings, data and other information relating to Intellectual Property in the course of providing the Services during the term of this Agreement.

The Consultant acknowledges that the Company owns all right, title, and interest, trademark, logo including all intellectual property rights used by the Company.

The Consultant shall not at any time, without obtaining prior written permission, use the Company’s symbol, trademark, logo or photographs or any other description /depiction, which is reflective and/or associated with the Company’s identity and the same will remain the exclusive intellectual property of the Company.

## **19. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:**

This Agreement and all questions of its interpretation are governed by and shall be construed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of the Courts at Mumbai.

Notwithstanding the foregoing, the Company may seek and obtain temporary injunctive relief from any courts of Courts of Mumbai against any improper disclosure of the Confidential Information.

In the event of any dispute or difference between the parties hereto, whether arising during the term or after the completion of this Agreement, or after the determination thereof (whether for breach or for any other reason) in regard to any matter or thing of whatsoever nature arising out of this Agreement or in /connection therewith then such dispute or difference shall be settled in accordance with provisions of the Arbitration and Conciliation Act, 1996, or any modification or any succeeding Act. Each party shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third presiding arbitrator. The proceedings shall be conducted in English and held in Mumbai. The decision of such arbitration shall be binding and conclusive upon the Parties and may be enforced in any court of competent jurisdiction. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration. The existence of any dispute(s) or difference(s) or



initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the Parties to the arbitration of their respective obligations pursuant to this Agreement. If court proceedings to stay litigation or compel arbitration are necessary, the Party who unsuccessfully opposes such proceedings shall pay all associated costs, expenses and attorney's fees, which are reasonably incurred by the other Party to the arbitration.

This Agreement is executed in duplicate and one copy will remain with the Company and other with the Consultant.

**IN WITNESS WHEREOF the Parties have put their hands the day and year first hereinabove written.**

**For  
Dr. Patrick Ryan**

**For  
Travel Food Services Chennai Private Limited**



**Gaurav Dewan**

Witnesses:

Witnesses

### **Annexure A**

#### **Scope of Work**

- 1. CONSULTANCY ON THE FACTORIES ACT, 1948 AND ALLIED ENACTMENTS** (Compliance, integration with existing HR systems like biometric, salary statement etc, Returns etc and liaising etc., based on inputs from the establishment)  
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