

Bond



**Indian-Non Judicial Stamp
Haryana Government**



Date :06/07/2024

Certificate No. G0F2024G1764



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 118653892



Penalty : ₹ 0
(Rs. Zero Only)

Deponent

Name: Krisumi Corporation Private limited

H.No/Floor : Na

Sector/Ward : 36a

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 85*****49



Purpose : ALL to be submitted at Concerned office

AGREEMENT

THIS AGREEMENT is made at Gurgaon on 01st day of 01 June , 2024.

BY AND BETWEEN

KRISUMI CORPORATION, a company incorporated under the Companies Act, 1956 and having its registered offices at 3rd Floor, Central Plaza Mall, Golf Course Road, Sector 53, Gurgaon, Haryana- 122001 (hereinafter referred to as "**Company**" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of **One Part**;

AND

Mr. Raminder Pal Singh Bakshi S/o Amarjit Singh Bakshi Resident of M12 , Second Floor , Rajouri Garden , New Delhi 110027 (hereinafter referred to as "**Consultant**" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **Other Part**

WHEREAS

1. Consultant has approached the Company to provide the Services to the Company for which the Consultant shall be required to provide Consultancy Services ("**Services**") in accordance with the terms of this Agreement and as per the Schedule of Services attached hereto as **Annexure A**.
2. Consultant has represented and warranted to the Company that it has the requisite knowledge, expertise, technical know-how, experience of providing Services contemplated by this Agreement.
3. The Company has agreed to appoint Mr **Raminder Pal Singh Bakshi** as Consultant for the Services and he has agreed to accept the appointment as a Consultant to provide the Services on the terms and conditions as hereinafter contained.

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Raminder P.S. Bakshi

NOW THIS AGREEMENT HEREBY WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them herein below:

"**Agreement**" shall mean this Agreement and all annexure, supplements, appendices, and modifications thereof;

"**Confidential Information**" shall have the meaning given to it in Clause 6 of this Agreement.

"**Effective Date**" shall mean 01st June 2024..

"**Fees**" shall mean the payment to be made to Consultant as per the commercial terms set out in **Annexure B**. The Fees shall be inclusive of all taxes excluding GST and shall be subject to applicable statutory tax withholdings.

"**Services/“Scope of Work”**" shall mean the services provided by Consultant under this Agreement including but not limited to the services described in **Annexure A**.

"**Term**" shall mean a period starting from 01st June 2024-31st May 2025

1.2 Interpretation

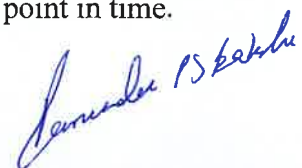
Save where the context otherwise requires in this Agreement:

- (a) Words importing the singular include the plural and vice versa where the context so requires.
- (b) Reference to any gender includes a reference to all other genders.
- (c) References to the words "include" or "including" shall be construed without any limitation.
- (d) The headings and titles in this Agreement are indicative shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Agreement.

2. APPOINTMENT

Subject to the terms of this Agreement, Company hereby retains Consultant in the position of service provider agrees to provide the services in accordance with the terms and conditions of this Agreement. Consultant shall begin engagement with Company and/or with the authorized representative of the Company on the Effective Date for the Term. On the expiry of the Term, the Parties may mutually decide to extend the Term by such further period and on such terms and conditions as they may agree at that point in time.

3. OBLIGATIONS OF CONSULTANT



OPERATIONAL CONSULTING AND PRE-OPENING SERVICES FOR KRISUMI

Food & Beverage Conceptualization

Based on the general assessment of the consumer needs and demands, competition, general geographical location & demographic profile of the surroundings, the Food & Beverage concept for the proposed food facility shall be developed.

The idea is to achieve proportioned layouts for increasing returns for all stakeholders, providing the guests with an appropriate mix of cuisines and optimization of the F&B area by reducing wastage of space and also achieving maximum guest areas for guest usage to take advantage during the higher foot fall durations of all the meal periods

Relevant Inputs and details for the BOH area to the architecture and Project Team for planning all services required for the efficient, systematic, hygienic functioning of all the kitchens and bar. This task of integrating the services and BOH area usage with the kitchens is extremely important and sets the tone for the functionality of the F&B zone. These can be provisioned for at the planning stage itself helping save time and high rework costs at a later stage.

Our work incorporates the BOH area planning along with inputs for designing various facilities. Provision of service zones, establishing common areas to optimize the BOH area utilization.

Incorporate the methodology with all services in place for allocating space and zoning for the FnB Brands /kitchen spaces which are part of the proposed development making it a robust platform for a plug n play model required by all the kitchens in the museum

Making a robust platform so that the design and interior plan can be based on this for completing the entire structuring of the F&B zone.

- All Day Dining Restaurant
- 24 hours In Room Dining
- Banquets
- Lounge Bar

Somender P. S. K. S. K.

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Concept Development of the Krisumi

We at The Art Culinaire will work closely with your Architecture , Projects and Interior Design team to create a F&B zone which is in sync with Global Trends and meets the customer aspirations. A zone which attracts leading brands to participate and contribute towards the attractiveness of the proposed F&B facility

We shall work on creating the Identity for all the F&B outlets and also participate in the conceptualizing of the name, theme and develop it as an attractive platform to enable the marketing process and also make it relevant for all the audience. The whole idea being to create a zone which is design led and synergizes the functionality of the F&B platform with creativity, art and also innovation to ensure that the concept is future ready.

We intend to create the perfect zone for the guests to take a break from their work, enjoy a sumptuous meal and also indulge in the much-needed communal interface in today's tech driven environment.

A focus will be given to the environment to provide a relaxed, comfortable feel yet provide a trendy vibrant imagery to the zone making it attractive to people from all walks of life including students close by.

During this phase we will establish the design DNA of the zone with the ID firm incorporating the developers vision and integrating factors like the positioning, target market and the catchment around the Food Hub.

We shall incorporate all inputs and ideas to make the zone trendy, aspirational, vibrant both from the customers view point as well as the service aspects. Our key inputs will result in:

- Differentiated design elements
- Cost optimization and innovation in the F&B outlets
- Integrate the features and layout plan with the DNA established
- Detailing of elements to synergize the individual kitchens with the common services and zoning plan

We at TAC look at ourselves as catalysts to integrate all the key elements viz services, design, architecture , brands and innovation into a unified whole making the zone into a sustaining ecosystem.

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Sanjiv P. Kulkarni

Methodology

Our team will interact and engage with your company's Project and ID team and plan the deliverables and details for the F&B zone. We shall be seeking data from your team on the neighborhood areas, details of the corporates and employee profiles and other key parameters to help structure the concept.

Kindly note that all layout drawings, renderings and technical data will be the responsibility of the Architect / Interior design team / Facility Planner

There will be a detailed engagement with your Interior Design and Branding team as various innovations and iterations will be required to ensure that the theme, design and final layout is as per the vision and core values identified/ structured initially.

The above methodology is a pre-requisite to ensure that we are able to create a distinct identifiable platform with the right branding ingredients, which translates into a value proposition for all the brands being approached. We work towards integrating the Branding agency along with the ID team as this goes a long way and plays a significant role in establishing the core metrics and positioning of the F&B hub.

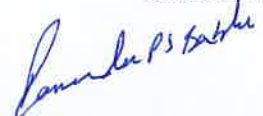
MODULE 1: Food trials and recipe documentation

TAC will develop, food and beverage

- Menu Listing
 - Menu Costing
 - Recipe Costing
 - Ingredient costing
 - Costing | Implementation
 - Development of Take Away Menu

- Market list & Brand Standardization
 - Perishables – Fruits & Veg
 - Dry Goods and Grocery
 - Dairy & Dairy Products
 - Frozen Products
 - Packaging
 - Proprietary items

- Product development and trials
- Standardization of the recipes and related documentation of the same
- Recipe training to the staff



MODULE 2: Operating Supplies Logistics

Design and detailing of (along with branding agency)

- Logistics tie ups
- Service ware
- Barware
- Hollowware
- Disposables
- Crockery
- Cutlery
- Glassware and
- Kitchen Accessories
- Beverage Accessories


MODULE 3: Training

Technical Skills

- i. Food
- ii. Beverage
- iii. Style of Service
- iv. Sequence of Service
- v. Menus

MODULE 4: Mentorship provided

- I. Assistance in finalization of branding company
- II. Assistance in finalization of public relation company
- III. Assistance in finalization of the vendors for projects and operations
- IV. Assistance in finalization of social media company
- V. Assistance in recruitment and hiring



// WORKING TOGETHER

point of contact

It is recommended that there be ONE point of contact from the client's end with The Art Culinaire | The Baking Lab as this allows for seamless communication and avoids confusion. All communication with The Art Culinaire | The Baking Lab should be routed through this ONE person.

briefs & approvals

For work and deliveries to be smooth and timely, it is imperative to have written briefs with timelines and all communication to be documented via email so as not to skip anything important that either client or The Art Culinaire | The Baking Lab wishes to share. Approvals for drawings, menus ideas, go aheads etc. too should be documented on

4. OBLIGATIONS OF COMPANY

4.1 Company warrants, undertakes and agrees:

- (a) to avail of the Services of Consultant during the Term in such manner as may be mutually agreed; and
- (b) to pay Consultant in accordance with the terms of this Agreement.

5. PAYMENT OF FEE & REIMBURSEMENT OF EXPENSES

Rs 150,000 plus gst per month shall be retainership. Payable as advance per quarter Rs 450,000 plus gst

Exclusions:

The following are not included in the above quoted fees:

- Travel cost of all consultants for any off location work. (Our base is Delhi)
- 5 star Accommodation (single occupancy only) for principal consultants and twin sharing for associates along with meals and laundry for all consultants while travelling, 3 box car for local city commute
- All expense of travel outside India, air tickets, 5 star hotel accommodation, taxi , food etc to be borne by the client along with 150 euros per day as travel allowance
- Food trials | Food & Beverage research to be reimburse on actual basis
- Lab Tests

Terms and Conditions:

- GST of 18 % shall be payable by the Client, over and above the gross fees charged by the Architect in relation to the Services provided
- All applicable per-diem charges, 7 additional fees and

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reimbursable expenses shall be charged over and above the fee for any additional services and areas beyond the listed services and area in this offer document.

- All Personnel, and sample costs
- The out of pocket expenses incurred on traveling, food and accommodation during the visits to respective project site shall be charged as per actual.
- The above rates & our scope of services will be valid for a period of Six Months from the day work order or opening day of the Restaurant (whichever is earlier) for the same.
- Once a specific phase of scope of our work has been executed, any revisions or roll back of work again to a previous phase of work will be charged again for that phase for work.
- In case of hold up of project or termination of Agreement, bills raised till the date of termination of Agreement will be paid in full.

- Operator's design guidelines will be followed only if the same are made available to us in time for planning. However, any revisions in plans at a later date in order to comply with the operator's design guidelines will be chargeable extra.
- Unless a particular phase is approved, subsequent work will not be carried out. In case, changes are made after approval of any phase, extra charges will be payable for fresh planning

6. CONFIDENTIALITY

- 6.1 The Consultant shall hold in trust any Confidential Information received by him, under this Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information and use the Confidential Information only for the purposes of this Agreement and only as permitted herein;
- 6.2 Consultant agrees that at any time during and after the Term, Consultant will not disclose or communicate any of Confidential Information to any other third party, or use or refer to any Confidential Information for any purpose, or remove materials containing any Confidential Information from Company's premises, except as necessary for him to: (i) properly perform the Services; or (ii) disclose the Confidential Information if obliged to do so by law or court order in which case Consultant shall immediately notify Company of the requirement.
- 6.3 Upon expiry of the Term, Consultant will immediately return to Company all Confidential Information in whatever form in the possession of Consultant. Consultant will not retain any copies of any Confidential Information and agrees that Consultant's obligations hereunder shall continue for a period of minimum three (3) years after the expiration or termination of this Agreement.
- 6.4 Breach of the terms of this Clause 6.3 shall be construed as a breach of the Agreement and Company shall be entitled to claim compensation for the breach from Consultant in the form of liquidated damages.

7. INVOICING AND PAYMENT

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- 7.1 Consultant shall raise invoices on Company in respect of the Services provided as per Annexure [A] on the 1st day of every calendar month.
- 7.2 Company shall make payment to Consultant for the Services provided as per Annexure [B] on or before 15th day of every calendar month. The payments made to Consultant by Company shall be inclusive of Taxes (excluding GST) that may be leviable by the laws / legislations in India whether past, present or future including any such regulations having retrospect effect in respect of the Services provided.

8. TERM AND TERMINATION

- 8.1 This agreement shall be effective from 01st June 24 unless terminated by either party in the manner mentioned in the clause herein below.
- 8.2 Either Party may terminate this Agreement upon giving 30 days prior written notice to the other Party. Company may however forthwith terminate (without prejudice to any of its other rights or remedies under the Contract or in law) the whole or any part of Consultant's performance of work under this Agreement or any Scope of Work, in any one of the following circumstances:
- (i) if Consultant fails or refuses to perform the Services within the time specified in this behalf or in the manner and within the time frames agreed in this behalf or abandons the job; or
 - (ii) if Consultant fails to provide adequate assurance of its ability to meet the quality standards or the time frames of a Scope of Work; or
 - (iii) the Consultant, intentionally or unintentionally, disregards or violates applicable laws or applicable permits; or
 - (iv) if any of the representations or warranties provided by Consultant are found to be false or incorrect; or
 - (v) if Consultant breaches any other material term of this Contract.

In the event of the occurrence of any of the above, Company may, at its sole discretion terminate this agreement forthwith without any notice whatsoever.

9. QUALITY OF SERVICES:

Consultant will provide the highest quality of services and shall conduct periodic customer service surveys and analyze quality of service rendered by consultant and take definitive steps to improve the same.

10. ARBITRATION

All disputes and differences between the Parties hereto arising out of this Agreement or in relation to the interpretation or effect of any of the terms and conditions contained in this Agreement or in relation to rights and obligations of the Parties hereto shall be referred to mutually appointed arbitrator and if still not able to settle, then will go for arbitration in accordance with provisions of Arbitration and Conciliation Act 1996, or any statutory enactment thereof. The place of arbitration shall be Gurgaon and the language of arbitration shall be English.

11. GENERAL CLAUSES

- 11.1 *Non Subornation* - Consultant represents and warrants that no officer, director, employee of Company or immediate family member thereof ("collectively, Company, personnel") has received or will receive anything of value of any kind from Consultant or its agents in connection with this Agreement and that no Company personnel have a business relationship of any kind with Consultant or its officers.
- 11.2 *Assignment*- Neither party may assign its rights and remedies, nor transfer its obligations under this Agreement without prior written consent of the other party, except that Company may so assign to any of its affiliated or subsidiary companies without such consent. In any event, any assignment or transfer shall not operate to relieve the assigning party of any of its obligations here under, nor will any such assignment impose any obligation on the assignee except in the case of an express written assumption by the assignee.
- 11.3 *Waiver* - Failure to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future. No waiver, by either party, of any provision of this Agreement shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.
- 11.4 *Amendment* - This Agreement cannot be amended except by a written instrument duly executed by both Parties.
- 11.5 *Severability* - If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 11.6 *Disclosure/Publicity* – Consultant shall not take out any press release or do other publicity of any nature regarding this Agreement or its association with Company, without prior written approval of Company.
- 11.7 *Survival* - Any and all obligations under this Agreement which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive, including, but not limited to, those arising from the confidentiality, Intellectual Property and

non-solicitation provisions of this Agreement.

11.8 *Force Majeure* - No failure or omission by either Party to carry out or observe or perform any of the terms and conditions of this Agreement shall give rise to any claim against such Party or be deemed a breach of this Agreement if such failure or omission arises from an act of God, act or omission of Government, war or military operations, national or local emergency, fire, lightning, explosion, flood, subsidence, inclement weather, or any other cause whether similar or dissimilar outside such Party's control.

11.9 *Entire Agreement*- This Agreement, including the relevant Annexes hereto represents the entire agreement between the Parties and supersedes and cancels all previous negotiations, agreements or commitments (whether written or oral) with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

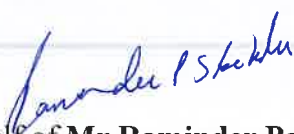
SIGNED BY)
For & on behalf of Krisumi Corporation Pvt. Ltd.)
)



Akash Khurana
CEO-Krisumi Corporation Pvt.Ltd.

In the presence of:

- 1.
- 2.

SIGNED BY )
For and on behalf of **Mr.Raminder Pal Singh Bakshi**)
)

In the presence of:

- 1.
- 2.