AGREEMENT CONTRACT

This Agreement is made and entered into as of 18/07/2024 by and between:

Client:

Name: [Ashutosh Patra] Company: [KhaoDotFit] Address: [518/2259, Prachi- Vihar, Palasuni, Bhubaneswar] Email: [patraashutosh797@gmail.com] Phone: [+91-8144301610]

Developer:

Name: [Satya Prakash Nayak] Company: [NexGen Studios] Address: [Cuttack, Odisha IN- 753001] Email: [satyanayak7890@gmail.com] Phone: [+91-8338065697]

RECITALS

WHEREAS, Client desires to engage Developer to design, develop, and deliver a food delivery mobile application ("KhaoDotFit") and Developer agrees to provide such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. SCOPE OF WORK

1.1 **Project Description:** Developer agrees to design, develop, and deliver a food delivery app for Client, which will include the following features:

- User registration and login
- Restaurant listings and menus
- Order placement and tracking
- Payment integration
- Delivery tracking and notifications
- Admin dashboard for managing orders and users
- Customer support integration

1.2 **Deliverables:** Developer shall provide the following deliverables:

- Fully functional food delivery app:

    - Admin Panel (Master Control)
    - Resturant App

- User App
- Rider App

- Source code
- Documentation and user manuals
- Training for Client's staff on app usage

1.3 **Access:** Client shall provide the following access:

- Google account (which to be connected/created the webApp)
- Hosting account (where the App will be deployed)
- Payment Gateway (which will be added for transaction over the App)
- Console / IOS (where the App should be launched)
- Others if needed to create for further requirements

2. TIMELINE

2.1 **Project Schedule:** The project will be completed in phases according to the following timeline:

- Phase 1: Requirements Gathering and Planning - [18/07/2024]
- Phase 2: Design and Prototyping - [18/07/2024]
- Phase 3: Development - [18/07/2024] to [20/07/2024]
- Phase 4: Testing and QA - [20/07/2024]
- Phase 5: Deployment and Launch - To be confirmed by client

2.2 **Milestones and Deadlines:** Detailed milestones and deadlines will be agreed upon and documented in a project plan.

3. PAYMENT TERMS

3.1 **Total Cost:** The total cost for the development of the App shall be 21500/- INR.

3.2 **Payment Schedule:** Payments shall be made according to the following schedule:

- Rs. 5000/- upon signing this Agreement
- Rs.5000/- upon completion of Delivery UI landing page
- Rs.6500/- On completion of the Master file / App (including bundle & resources)
- Rs. 5000/- within 25 days of the delivery of the product.
- Additional charges will be charged as per the requirements for extra services on demand
- MRP – for SMS services includes:

4. CONFIDENTIALITY

4.1 Confidential Information: Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during this Agreement.

5. INTELLECTUAL PROPERTY

5.1 Ownership: Client shall own all intellectual property rights to the App, including but not limited to the source code, documentation, and any related materials.

6. WARRANTIES AND LIABILITY

6.1 Warranties: Developer warrants that the App will be free from defects and will function as described in the Scope of Work for a period of 2 years from the date of delivery. Maintenances will be added free against the App.

6.2 Liability: Developer's liability for any claims arising out of this Agreement shall be limited to the total amount paid by Client to Developer under this Agreement.

7. TERMINATION

7.1 Termination for Convenience: Either party may terminate this Agreement for any reason upon 30 days written notice to the other party.

7.2 Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement.

8. MISCELLANEOUS

8.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Odisha/IN.

8.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

8.3 Amendments: Any amendments to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Verified by pdfFiller
07/18/2024

Verified by pdfFiller
07/18/2024

Ashutosh Patra
(Client)

NexGen Studios
(Developer)