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CS 366149

MANUFACTURING AND SUPPLY AGREEMENT

THIS AGREEMENT is made and executed at Kolenchery on this 17th day of December, 2020 between **MEAL IN MINUTES FOODTECH PRIVATE LIMITED**, a Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at 5-3-203/1, Zehra, Ranigunj, Secunderabad, Hyderabad, Telangana-500003 (hereinafter referred as 'the Company') through its Director, Mr.Anantha Bhagirath Markanti, which expression shall mean and include all its heirs, successors, legal representatives, nominees and assignees, of the first part and **SYMEGA FOOD INGREDIENTS LIMITED**, a company registered under Companies Act,1956 having its Registered Office at No: XI/312G, Synthite Taste Park, Pancode, Near Kolenchery-682310, Kerala (hereinafter referred to as ("SYMEGA") through its Managing Director, Mr. Santhosh Stephen, which expression shall mean to include all its heirs, successors, legal representatives, nominees and assigns, of the other part.

WHEREAS the Company is engaged in the business of sale of food articles under the brand name (ChefWhizzo) and is the owner of the above said brand name.

AND WHEREAS "SYMEGA" has its manufacturing facilities at Plot No: XI,312 G, Synthite Taste Park, Pancode, Kolenchery-682310, Kerala India is engaged in manufacture and sale of Seasonings, Spice mixes, Flavors and other food ingredients and has made a valid offer to the company to carry out manufacturing of products as described in the **schedule -A** attached to this agreement, hereinafter called the product.

For Meal In Minutes Foodtech Pvt. Ltd.

M. P. Bhagirath
Director

No. 16232 Date 7/10/2020 Rs. 100/-

Sold to... Symega Food Ingredients Ltd.
Pancode

For SYMEGA FOOD INGREDIENTS LIMITED

Santhosh
MANAGING DIRECTOR



AND WHEREAS "SYMEGA" has further assured the Company that it has the capacity, competence, technical know-how, facilities and infrastructure including industrial premises, manpower and financial ability to carry out the discussed manufacturing activities and that all statutory approvals, licenses/permissions and consent, prerequisites for carrying on the manufacturing activities has been granted to it by the appropriate authorities and there are no impediments legal, contractual or otherwise whatsoever preventing "SYMEGA" from acting and complying with the provision of this agreement.

AND WEHREAS the Company is also willing to get its products manufactured from "SYMEGA" on principal to principal basis and to permit "SYMEGA" to affix its trade mark for the purpose of manufacture of above said products on the terms and conditions as mentioned herein.

NOW IT IS HEREBY AGREED as follows:

1. **TENURE**

This Agreement shall be valid for a period of two (2) years with effect from 17.12.2020 and may be extended for such further periods, on the same or on such other terms as may be mutually agreed to by the parties.

- ii) The parties hereunto declare that the basis of this Agreement is the representations made by "SYMEGA" which Company believes has found to be true and on which it has relied.

2. **DEFINITIONS**

In this Agreement, unless there is an inconsistency with the context, the following terms and expressions shall have the following meanings:

- i) 'Month' means English calendar month, and 'Year' means and English calendar year.
- ii) "Packing Material" means container, label, sleeve etc. used for the packaging of the said product.
- iii) "Premises" shall mean "SYMEGA" factory at Plot No: XI, Synthite Taste Park, Pancode, Kolenchery 682310, Kerala, India and shall include such other premises utilized in the course of activities carried out for the purposes of operation of this Agreement, with the prior written consent of the Company.
- iv) "Process Information" shall include all specifications, including blend - papers, recipes, product formulation, process parameter specifications, packaging and quality control standards, directions, general packaging information, sampling plans for pre-dispatch inspection and instructions relating to indents and dispatches thereof and quality control procedures communicated by Company to "SYMEGA" and those which "SYMEGA" learns in and out of operation of this Agreement and as may be prescribed by the Company from time to time.
- v) "Products" shall mean products in finished form as specifically described in the Schedule-A. These products may be deleted from or added to the schedule based on mutual consent between the parties.

For Meal In Minutes Foodtech Pvt. Ltd.

M. P. Bhagirath
Director

For SYMEGA FOOD INGREDIENTS LIMITED

Suresh
MANAGING DIRECTOR

- vi) "Technical information" shall include the special technical know-how and other information including technical data and standards, relating to the processing and packing, machinery or apparatus used for the purpose of this Agreement, which is either communicated to "SYMEGA" by the Company or which "SYMEGA" comes into the knowledge of, in and out of the operation of this Agreement.

3. SCOPE OF AGREEMENT

- a) "SYMEGA" shall manufacture, package and sell the Products to the Company strictly in accordance with the standards and specifications prescribed by the Company and in such quantities and on such terms as both the parties may from time to time agree.
- b) "SYMEGA" shall procure all materials for the manufacture of the Company's products from reputed suppliers.
- c) The products and the packaging thereof shall conform in all respect to the formula, specifications, directions and standards for manufacturing and packaging to be specified by the Company from time to time subject always to any legal, Governmental, Licensing conditions etc.
- d) "SYMEGA" shall keep confidential all information relating to or arising out of its activities under this Agreement and shall not use on its own behalf or on behalf of others or disclose to any person, firm or Corporation (except to Government bodies wherever needed under intimation to the Company) during the term of this Agreement or at any time thereafter until the same lawfully comes into Public knowledge, any formula, specifications, manufacturing processes or other information that may come to its knowledge as a result of or during the course of its work hereunder.
- e) The flavor block, if any, developed by "SYMEGA", and used in the formulation for the Company products shall remain the Intellectual Property of "SYMEGA".
- f) "SYMEGA" will manufacture, package and deliver the products to the Company, in accordance with delivery schedules as mentioned in the Purchase Order. The Company will pay "SYMEGA" for such quantities of the product as shall be supplied by "SYMEGA" to the Company in accordance with this Agreement at such rate as shall be agreed in writing by the parties from time to time.
- g) The parties hereto expressly agree that all transactions between them shall be on a Principal-to-Principal basis and nothing in this Agreement shall be construed to the effect that either party is an agent of the other.

4. LICENSING & STATUTORY COMPLIANCE:

- i. "SYMEGA." shall ensure strict compliance and also get itself duly licensed/registered, under the various applicable statutes for the time being in force including those listed herein below in clause 4 ii, which list is however, not exhaustive and notwithstanding the same " SYMEGA " shall exercise due diligence to obtain all such other licenses, registrations, permissions and consents from the appropriate authorities under any other statute applicable from time to time and the Company shall not be responsible for any non-compliance by "SYMEGA" in any manner whatsoever.

For Meal In Minutes Foodtech Pvt. Ltd.

M. P. Bhagiat
Director

For SYMEGA FOOD INGREDIENTS LIMITED

S. S. Chahal
MANAGING DIRECTOR

- ii) "SYMEGA" is to obtain and maintain all the required registrations and licenses and follow all the other requirements under The Legal Metrology Act, 2009 & Packaged Commodities Rules, 2011 as well as Food Safety & Standards Act, 2006 and any other law applicable to the products and activity.
- iii) "SYMEGA" shall comply with all Labour Legislation applicable to it and, for the time being in force whether Central, State or Local and shall obtain and keep renewed all such licenses, permissions and consents statutorily required hereunder, including those under the Factories Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act 1952, Maternity Benefit Act, 1961, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, Payment of Wages Act 1936, Employee's Compensation Act 1972, Child Labour (Prohibition and Regulation) Act 1986, inter alia and the rules hereunder and the Company shall not be responsible for any default by SYMEGA for non-compliance thereof.

5. STAFFING & MANPOWER

- i) "SYMEGA" has on its rolls the requisite manpower comprising of adequate number of staff of requisite competence and skill. "SYMEGA" shall remain solely responsible for such employment of staff, its terms and conditions, payment of remuneration, deducting and remittance of other statutory applicable contributions and there shall be no nexus of employer-employee whatsoever between the Company and "SYMEGA's" employees and "SYMEGA" shall be absolutely responsible for any default in payment of statutory or contractual dues under the applicable labour laws either by way of commission or omission.
- ii) It is expressly agreed between the parties that any statutory liability arising out of employment, non-employment, lockout, termination closure, compensation (including accidents) of workers in "SYMEGA's" premises will be solely to the account of "SYMEGA" and shall keep the Company indemnified in all respects in this regard. As such, SYMEGA agrees that the Company shall never be vicariously liable for liability arising on account of SYMEGA'S employees.

6. PRODUCTION, SUPPLY, DELIVERY, PAYMENT TERMS AND PRICING:

- a. "SYMEGA" shall manufacture and sell to COMPANY, at a price to be mutually agreed, Products identified by specific Product Code, as detailed in Schedule-A on an exclusive basis as ordered by COMPANY during the term of this Agreement. Symega acknowledges that the exclusivity of the product is essential to the Company and that any supply of the products with the same product code to any other person would cause breach of this agreement.
- b. It is agreed that, in order to facilitate proper production, planning and timely supply of the product by "SYMEGA", the COMPANY will provide a rolling plan by 2nd week of every month for the following three months, wherein the plan for the first month will be firm while the plan for the second and third month would be tentative.
- c. SYMEGA shall be liable to physically deliver the products to the Company or to the place as directed by the Company from time to time. The Company shall not be liable for any damage or loss caused to the product prior to the completion of delivery from Symega to the Company or to the address as directed by the Company

For Meal In Minutes Foodtech Pvt. Ltd.

M. P. Bhagwat
Director

For SYMEGA FOOD INGREDIENTS LIMITED

Suresh
MANAGING DIRECTOR

- d. The Company shall be liable to make payment for the supply of the products as per Clause 6(h) only after delivery is completed.
- e. The parties acknowledge that timely delivery of products of agreed standard is essential to this agreement and that delay of supply of the product would adversely affect the market prospects of the product. Symega agrees to ensure prompt delivery of the products without delay but in the event of delay in delivery of the product, Symega agrees to provide a discount of 5% beyond a period of 14 days from the agreed delivery date
- f. Symega shall indemnify the Company for any damages or compensation claimed by any person or any loss caused to the Company on account of any defect or inferior quality of the product or compromised quality or hygiene of the product that is relatable to the manufacturing, processing, packing and delivery of the product.
- g. The and prices shall be mutually agreed between the parties from time to time. It is clarified here that in the event of any changes in any input prices, the selling prices shall be changed accordingly upon mutual agreement.
- h. That the product shall be supplied by "SYMEGA" to the Company on 30 days credit and the Company shall be liable to make payment against the invoices raised by "SYMEGA" within 30 days of the receipt of products.
- i. "SYMEGA" shall always maintain all kinds of packing materials to ensure consistent supplies and avoid any kind of shortage of packing materials. Company shall pay in advance, such amount which SYMEGA shall incur in procuring packing materials to be utilized in packing product for two consecutive months, subject to a minimum order quantity. In case of termination or expiry of the agreement, the amount paid in advance for the packing material shall be settled against the value of packing material stock returned to the Company and balance, if any, shall be adjusted in the final invoice.
- j. The Company may, by not less than ninety (90) days' notice in writing, notify "SYMEGA" that it will be deleting a particular Product and will no longer require "SYMEGA" to supply any of the deleted Product for the remainder of the Term. "SYMEGA", upon receipt of the ninety (90) days' notice, shall intimate the Company in writing, the inventory and the outstanding orders of the raw materials and packing materials in relation to the product proposed to be deleted. The Company, upon receipt of the communication from 'SYMEGA', shall purchase such redundant raw materials and packing materials from "SYMEGA "at cost.

7. QUALITY CONTROL

- a) That the raw materials, packing materials and the final products shall be in conformity with the quality specifications and standards laid down by the Company for the said products as given in schedule- B, and warranty and other requirements including any other laws for the time being in force and applicable to the products.

For Meal In Minutes Foodtech Pvt. Ltd.

M. P. Bhagirath
Director

For SYMEGA FOOD INGREDIENTS LIMITED


MANAGING DIRECTOR

- b) That the quality standards as prescribed by the Company and the Quality and Safety requirements of the Company as given in schedule -B are met and maintained at every stage of the conversion activities and in final product.
- c) The Company will have the right to draw samples at the premises of SYMEGA" for the purpose of analysis and checking quality standards as and when required.
- d) In the event of the samples not adhering to the specifications laid down in schedule-B, "SYMEGA" shall, at its own expense, replace the said product.
- e) Company shall be entitled, without being obliged to do so, to have the Products examined, inspected and tested in/by its Quality Control Department or in any laboratories and other facilities in accordance with the instructions and testing procedure mutually agreed to ascertain whether the Products conform to the standards of quality and specifications and to ensure that the manufacturing of the Product is carried out as per agreed standards as given in **SCHEDULE- B**. Any inspection conducted by Company pursuant to this clause shall not relieve "SYMEGA" from any of its obligations as set out in this Agreement.

8. PROCESS CONTROL

- i) "SYMEGA" shall further ensure that adequate steps are taken for preventing entry of foreign matter into the product at any stage of manufacturing, processing and packing and delivery to the Company.
- ii) The Company shall have absolute right to reject the finished product if it is found not to conform to the given product profile, specifications and quality, as informed in the written specifications as given in schedule -B. "SYMEGA" shall take back, at its own cost, such finished products which are found not in conformity with the prescribed standards and shall forthwith replace the rejected finished products with equivalent quantity of finished product conforming to the prescribed standards at no extra cost or charge to the Company. It is clearly agreed between the parties that all charges and any expenses incurred for return, replacement and/or reprocessing of the rejected finished product shall be borne by the "SYMEGA" and the Company will not bear any expenses of whatever nature in this connection.

9. SECRECY AND CONFIDENTIALITY

"SYMEGA" shall maintain absolute secrecy and confidentiality, of the given information by the company at all times, with respect to all Process and Technical Information and Business Secrets given by the company, whether related to the process, product, equipment or apparatus, and shall not divulge details of any such information in any manner whatsoever either directly or indirectly through its Agents, Representatives, Nominees, Associates or Licenses to any other persons, firm or company without the prior written permission of the Company and further shall not infringe, copy or intimate any of the said Process and Technical Information, which shall always remain the sole and absolute property of the Company.

For Meal In Minutes Foodtech Pvt. Ltd

M.P. Bhagirath
Director

For SYMEGA FOOD INGREDIENTS LIMITED


MANAGING DIRECTOR

10. GOODWILL, INTELLECTUAL AND INDUSTRIAL PROPERTY

- i) "SYMEGA" hereby expressly declares that no right, title or interest in the industrial and intellectual property being subject matter of the Company's Trade Marks, Copyrights, designs, Patents, Technical and Process Information or know-how accrues or shall be deemed to accrue to "SYMEGA" by virtue of the operations carried out in pursuance of this Agreement and that no claim whatsoever to that effect or to the alleged ownership of goodwill pertaining to the said industrial and intellectual property shall be made by "SYMEGA" at any point of time.
- ii) The flavor block, if any, developed by "SYMEGA", and used in the formulation for the Company products shall remain the Intellectual Property of "SYMEGA".
- iii) "SYMEGA" further undertakes not to copy, imitate, infringe, falsify or otherwise interfere with or make unauthorized use any of Company's Trade Marks and / or other deceptively similar Trade Mark, Brand Names and Label Marks, Word Marks, Logos and Devices, Copyrights, Designs, Patents, Know-how and Process and Technical information or otherwise alter or deface the same or pass off other goods as that of the Company.
- iv) "SYMEGA" shall not alter, modify or amend either the color, design, layout or get up of the Company's label or other packing / processing materials or the declarations thereupon and shall make such necessary further declaration on such labels only on the express written instructions of the Company.
- v) The Company shall compensate SYMEGA for the cost of the materials procured by SYMEGA in accordance with the provisions of clause 6.b and have become redundant or expired under the following circumstances:
 - a. Change in formulation of the products
 - b. Change in Artwork
 - c. Deletion of product without notice as mentioned in clause 6.f
 - d. Shortfall of quantities in confirmed order as against the forecast.

11. BREACH OF TERMS & CONDITIONS AND TERMINATION OF AGREEMENT:

- i) Either party may terminate this agreement by giving the other a 90 days' notice.
- ii) Either party may serve written notice on the other, in the event of the other party committing breach of any of the provisions of the Agreement. Within a period of 14 days from receipt of the said notice, the other party shall diligently initiate all necessary action to rectify the breach within a stipulated period failing which the party may forthwith and unconditionally terminate this Agreement by a written notice served by Registered Post Acknowledgement Due or the Registered E-mail and this Agreement shall accordingly stand terminated from the date specified in the said notice of termination.
- iii) Upon termination of this Agreement, howsoever occasioned, "SYMEGA" shall not be entitled to claim any damages, costs or any, charges whatsoever apart from specific circumstances mentioned herein.

For Meal In Minutes Foodtech Pvt. Ltd.

M. P. Bhagiat
Director

For SYMEGA FOOD INGREDIENTS LIMITED

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MANAGING DIRECTOR

- iv) Upon receipt of a termination notice of 60 days, "SYMEGA" herewith undertakes to forthwith, without protest or demur, carry out the following: -
- Discontinue the manufacturing/processing and packing of the products or any other products which use the Company's Trade Marks, Brand Names, Word Marks, Labels, Wrappers and Packages.
 - Not commit any act in violation of any of the rights or interest of the Company subsisting in its industrial and intellectual property hereinabove mentioned, inter alia, by way of infringement, passing off, falsification, "SYMEGA" shall not at any time call them or hold out to the world or, advertise in any manner whatsoever that it is or was the agent, or representative of the Company in any manner whatsoever.
 - If the agreement is terminated prior to the completion of the agreed Term, the products manufactured by "SYMEGA" will be lifted by "COMPANY" subject to adherence of quality parameters. The balance stock of raw material and packing material will be either exhausted through a mutually agreed action plan between Company and SYMEGA or will be taken by the Company on the rate agreed at the time of purchase from SYMEGA's vendor provided these have been procured as per the rolling production plan, specifically for the manufacture of COMPANY's product and meeting quality parameters.
 - The termination or expiration of this Agreement shall not affect the respective rights and liabilities of each of the Parties hereto which accrued

12. FORCE MAJEURE:

Neither Party shall incur any liability in the event it is delayed` in the performance of its obligations hereunder solely by force majeure events, i.e. occurrences which are beyond the control of either party namely fire, floods, acts of God, acts of public enemy, wars, insurrections, riots, strikes, lock outs, sabotage, any law, ordinance, order, action or regulation of the Government. This clause shall not be applicable to pending payment obligations under this agreement.

13. ARBITRATION

- Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be referred for arbitration. The Arbitrator shall be appointed by the mutual agreement. The Arbitration proceedings shall be conducted in accordance with The Arbitration and Conciliation Act, 1996 and the Award made in pursuance thereof shall be binding on the parties.
- The venue of the Arbitration proceedings shall be at Hyderabad and the courts at Hyderabad alone shall have the jurisdiction.

For Meal In Minutes Foodtech Pvt. Ltd:

M.P.Bhagiat -
Director

For SYMEA FOOD INGREDIENTS LIMITED

S.M.H
MANAGING DIRECTOR

Schedule -A

Products

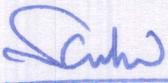
Schedule -B

Specifications and Standards

For Meal In Minutes Foodtech Pvt.

M. P. Bhagirath
Director

For SYMEGA FOOD INGREDIENTS LIMITED


Dinesh
MANAGING DIRECTOR