

Business Contract with Falconixmedia

This Agreement is made and executed for a duration of Forty-Eight (48) hours from the time of payment completion, between **SARVAYA**, incorporated under the provisions of the Companies Act, 1956 (hereinafter referred to as the "**Agency**"), which term shall include its successors and permitted assigns, of the ONE PART, and **Falconix Media**, with email ID **falconixmediaa@gmail.com** (hereinafter referred to as the "**Client**"), of the OTHER PART. As per this agreement, both parties have agreed to abide by the following terms and conditions:

1. Appointment of Agency

The Client hereby appoints the Agency to develop a new website for **Amol Food** to replace the existing website at <https://amolfood.com/>.

2. Scope of Work

2.1 Project Overview:

SARVAYA will develop a new website for **Amol Food** from scratch, ensuring a **fully responsive, bug-free, and optimized** web experience. The UI design will remain the same as the current version, with enhanced performance and user experience.

2.2 Development & Delivery Timeline:

- The website will be developed and delivered within **48 hours** from the time of payment confirmation.
- Any delays due to incomplete content submissions by the Client may extend the timeline.

2.3 Complementary Services:

SARVAYA will provide the following complementary services:

- Basic SEO optimization
- Speed & Performance Enhancements
- Security Enhancements
- Free Hosting for lifetime

3. Website Features



3.1 The website will include, but is not limited to, the following:

- **Responsive Design:** Fully optimized for desktop, tablet, and mobile screens.
- **Bug Fixes:** Eliminating all existing bugs and ensuring smooth performance.
- **Portfolio & Product Showcase:** Displaying Amol Food's offerings effectively.
- **Contact Page:** Including a contact form, email, and social media links.
- **Backend Optimization:** Enhancing website functionality and speed.

3.2 Technical Support:

[SARVAYA](#) will provide technical support for hosting-related issues, ensuring the website remains operational. Any additional services or enhancements beyond standard hosting may incur additional charges.

4. Date of Commencement and Duration of Agreement

This agreement will be effective from **02/04/2025**, and both parties shall abide by it for a period of duration of 48hrs, ending on **04/04/2025**. The agreement may be renewed only after mutual agreement by both parties.

5. Confidentiality

Both the agency and the client shall maintain confidentiality regarding any information received from one another and shall not disclose it to others without prior consent or compliance with statutory requirements.

6. Governing Laws

Both parties must comply with all statutory regulations. Any dispute (including non-contractual disputes or claims) arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at Jaipur (Rajasthan).

7. Agency Fees and Remuneration

The total payment for the project has been agreed upon by both parties **at INR 4000**. Any out-of-pocket expenses, such as outstation travel, stay, software, etc., incurred by the agency as part of this assignment, will be borne by the client only after specific approval from the Client.

Additional charges for any other services, including application development, Ad spending, purchase of licensed images and content, tools, etc., if applicable, will be charged separately.



8. Payment and Refund Terms

Work will commence only after full payment confirmation.

Any changes or additional iterations requested by the Client beyond the agreed scope will incur additional costs, which will be communicated and agreed upon before proceeding.

9. Force Majeure

Both the client and the agency shall not be liable for any default, delay, or lapse occurring due to events beyond their control, including but not limited to riots, strikes, theft, war, or acts of God and/or nature.

10. Modification of Terms

Any changes in the terms and conditions contained herein shall be effective only prospectively and shall be valid only if recorded in writing and signed by the authorized officials of the client and the agency.

11. Waiver

The failure of either party at any time to enforce any provision of this Agreement will not affect its right to require full performance by the other party subsequently. Any waiver will be valid only if recorded in writing and signed by the authorized officials of the client and the agency.

12. Termination

The client or the agency may terminate this agreement by providing a written notice with a penalty of ₹2000. The parties' obligations as per this agreement shall remain in force during the notice period.

13. Arbitration

All and any disputes and differences if any shall be settled by arbitration in the manner hereinafter provided

- The venue of the arbitration shall be Jaipur



- In the event of arbitrators' award being not acceptable to either party, the parties shall be free to seek lawful remedies under the law of India and the jurisdiction for the same shall be courts at Jaipur in the State of Rajasthan .

14. Agency Policy

a. If the client becomes involved in any legal offense or crime due to the products or services promoted by **SARVAYA**, the agency is not liable for any legal issues, as the agency is solely a service provider.

b. If the client causes a delay in providing **SARVAYA** with the content or material or documents asked for, the agency will still count it as a working day, and the client will be liable. However, if the delay is from the agency's end, we will not count it as a working day and will provide the client with the services for the total duration as discussed.

15. Acceptance

By signing below, the Parties hereby enter into a binding website development services agreement with one another.



SARVAYA

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