



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL84186766609773V
 Certificate Issued Date : 19-Oct-2023 06:47 PM
 Account Reference : IMPACC (IV)/dl750503/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL75050334082063378349V
 Purchased by : MIND LEADERS LEARNING INDIA PVT LTD
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MIND LEADERS LEARNING INDIA PVT LTD
 Second Party : Not Applicable
 Stamp Duty Paid By : MIND LEADERS LEARNING INDIA PVT LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

IN-DL84186766609773V

This stamp paper forms an integral part of the service agreement between MindLeaders India Pvt. Ltd. and Shubhamasthu Infra Projects on 4th November 2023.

For SUBHAMASTHU INFRA PROJECTS

B. Chaur



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Shiksha Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

SERVICE AGREEMENT

This agreement is made and entered into on this 4th day of November 2023 and shall be effective from 4th November 2023 (Effective Date), between

Mind Leaders Learning India Pvt. Ltd., a company incorporated under the provisions of Companies Act, 1956 having its registered office at Asset No. 06, Aerocity Hospitality District, New Delhi - 110037 through its authorized signatory, Ms. Kuntal Vegad, AVP-L&D (hereinafter referred to as "Service provider" which expression shall, unless it be repugnant to the subject or context thereof, include its successors in interest and permitted assigns) of the **FIRST PART**

And

Shubhamasthu Infra Projects, a company incorporated under the provisions of Companies Act, 1956 having its registered office at Radha Nilayam, H.NO. 1-4-63/3 Telangana 500007, State Code: 36 (hereinafter referred to as "Owner/Company" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns, legal heir and administrator) of the **SECOND PART**

And

CARNATION HOTELS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Asset No. 06, Aerocity Hospitality District, New Delhi - 110037 represented through its authorized signatory, Mr. Mahesh Aiyer, CEO. (hereinafter referred to as "Confirming Party/ CHPL", which term unless repugnant to the context shall include its successors in interest and permitted assigns) of the **THIRD PART**.

The Service Provider, The Owner/Company and the Confirming Party/CHPL are hereinafter collectively referred to as "Parties" and individually as "Party".

RECITALS

WHEREAS The Owner/Company is the owner of the hotel with 150 room keys situated at Hyderabad (hereinafter referred to as "Hotel")

Owner/Company has entered into a Hotel Operation Agreement dated. 4th November 2023 (hereinafter referred to as "HOA") with the CHPL for operating of the Hotel owned by the Owner/Company and operating the Hotel under the name Keys Select by Lemon Tree Hotels, Hyderabad (A Unit of Shubhamasthu Infra Projects) in terms of HOA. CHPL is a reputed Company which inter-alia deals in the hospitality sector.

Pursuant to terms of the HOA, CHPL has nominated Service Provider for the purpose of providing services pertaining to training & coaching to its employees/personnel in the Hotel in terms of the brand standards.

Service Provider is inter alia engaged in the business of providing manpower training & development solutions to corporate organizations in order to enhance their efficiency and productivity. The Service Provider has also represented that it has the necessary skills, experience, and expertise to provide the Services contemplated under this Agreement.

For SUBHAMASTHU INFRA PROJECTS

B. Chetty
Partner



NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby contract, covenant, and agree as follows:

1. SCOPE OF SERVICES: Service Provider hereby agrees to provide to the following services to the Owner/Company:

- i) Service provider shall provide Training & allied L&D services (Pre-opening & Postopening) for developing professional capabilities of its employees through imparting product knowledge, process knowledge, training and coaching on various capability & skill development interventions and measurement of those developments.

The detailed scope of the services alongwith description of programs, duration and frequency are more particularly enclosed as **Annexure A** to this Agreement.

2. PROFESSIONAL FEE:

- a. Owner/Company shall pay Professional Fee and other re-imbursement costs with effect from the Effective Date to the Service Provider for the services rendered as mentioned above as per below:
 - Fixed Professional Fee (Pre opening): Owner/Company shall pay fixed pre opening fee of Rs. 200,000/- for rendering its services in terms of this Agreement. The said pre opening fee shall be paid by Owner/Company to Service Provider before the opening of the Hotel on receipt of invoice from Service Provider.
 - Fixed Professional Fee (Post opening): Owner/Company shall pay monthly fixed fee of Rs. 55,000/- for rendering its services in terms of this Agreement post opening of the Hotel, subject to escalation of 7% p.a. in the fixed Post Opening Professional Fee to meet cost of inflation. However it is agreed between the parties that the monthly fixed Post Opening Professional Fee shall be revised in case of change in the number of rooms of the Hotel in any particular given year.
 - Re-imbursements: All reimbursements for out-of-pocket expenses, including travelling expenses by the employees and executives of the Service Provider for imparting training in terms of Agreement shall be paid by the Owner on actual and shall be pre-approved by the Owner.
- b. The Service Provider shall raise its invoices including GST towards its Post Opening Professional Fee in terms of Agreement on monthly basis, by the 7th day of the next month. Owner/Company shall release the payments within 30 days from the date of submission of Invoices. In case of receipt of any incorrect Invoice, the Owner shall immediately return the Invoice and ask the Service Provider to submit a correct Invoice.
- c. Payment of Pre Opening & Post Opening Professional Fee shall be subject to deduction of tax at source as per Income Tax Act, 1961. The Company shall provide TDS Certificate to the Service Provider in respect of tax deducted at source.

3. TAXES:



It is agreed and understood that all charges/prices under this Agreement are exclusive of all charges, expenses and GST, as applicable.

4. TERM:

This Agreement shall become effective with effect from 4th November 2023 and shall be valid till the expiry/ or termination of the HOA executed between the Company and the CHPL. This Agreement can be renewed for further terms on such terms as mutually determined between the parties at the time of renewal. The Agreement shall come to an end upon expiry of its term and / or renewal period thereof.

5. COPYRIGHT TRADE MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS:

Neither Party shall, without the other Party's prior written consent, use any trademarks or brand name or other marks of the other Party, advertising taglines or slogans confusingly similar thereto, in connection with such Party's marketing or promotion of services.

6. CONFIDENTIALITY:

Either party, its personnel, employees, representatives, agents, etc. may, during the period of this Agreement, have access to any information or tangible or intangible data including but not limited to other parties policies and operations which are of a confidential nature ("**Confidential Information**"). Upon termination of the Agreement, all such documents or information shall be immediately returned by the such party to other party. Either party, its personnel, employees, representatives, agents, etc. shall not disclose such information/ data to any third party during the subsistence of this Agreement and for a period of one (1) year from the date of termination of this Agreement.

7. LAW AND JURISDICTION:

This agreement shall be governed by laws of Republic of India. The courts at Delhi shall have exclusive jurisdiction under the agreement.

8. NOTICES:

All notices to be given in connection with this Agreement shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the Party entitled or required to receive such notice at the address for such party as follows:

To Service Provider:

Ms. Kuntal Vegad

AVP-L&D

Asset No. 06, Aerocity Hospitality District,
New Delhi - 110037

Email: avp_india@lemonstreehotels.com

SUBHAMASTHU INFRA PROJECTS

B-Cheney

Partner



To,

Shubhamasthu Infra Projects

Mr. Israel Battula

Plot No 36 H.No 4-63/3, Radha Nilayam, Sneha Nagar, Behind HDFC Bank, Street No 8,
Habsiguda, Hyderabad 500007, Telangana

Email: Bvireddy999@gmail.com; subhamasthuinfraprojects20@gmail.com

To CHPL:

Mr. Mahesh Aiyer,

CEO

Corp Office: Asset No. 06, Aerocity Hospitality District,
New Delhi - 110037

Email: ceo_carnation@lemontreehotels.com

9. AMENDMENT:

The provisions of this Agreement may only be modified or changed by mutual agreement between the parties and no amendment thereto nor revision thereof, shall be effective unless in writing signed by authorized representatives of the parties.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous understandings, commitments or representations whatsoever, oral or written, in respect thereto.

IN WITNESS OF THE ABOVE , THE RESPECTIVE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATE , PLACE MENTIONED HEREIN ABOVE .

Company :
Designation:



Confirming Party (CHPL):
Designation:

Service Provider :
Designation:



Place : New Delhi
Date : 4th November, 2023

For SUBHAMASTHU INFRA PROJECTS

B. Chetty Partner

Witness:

Annexure A

Training Plan:

- Mandatory Programs as given below and in the grid:
 - Root Cause Analysis + ESG 101 + Customer Service 101 – will be done during each 7-day intervention

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
FO 101	FO 101	FO 101	FO 102	FO Performance Coaching	FO Performance Coaching	FO Performance Coaching
OR						
HK 101	HK 101	HK 101	HK 102	HK Performance Coaching	HK Performance Coaching	HK Performance Coaching
OR						
F&B 101	F&B 101	F&B 101	F&B Performance Coaching	F&B Performance Coaching	Train The Trainer (FO, HK, F&B)	Train The Trainer (FO, HK, F&B)
OR						
FO 101	FO 101	FO 101	FO 101	FO 101	FO 101	FO Performance Coaching
OR						
HK 101	HK 101	HK 101	HK 101	HK 101	HK 101	HK Performance Coaching
OR						
F&B 101	F&B 101	F&B 101	F&B 101	F&B 101	F&B 101	F&B Performance Coaching
OR						
FO 102	FO 201	FO 201	Train The Trainer (FO, HK, F&B)	Train The Trainer (FO, HK, F&B)	FO or HK or F&B Performance Coaching	FO or HK or F&B Performance Coaching
OR						
HK 102	HK 201	HK 201	Train The Trainer (FO, HK, F&B)	Train The Trainer (FO, HK, F&B)	FO or HK or F&B Performance Coaching	FO or HK or F&B Performance Coaching
OR						
F&B 201	F&B 201	Train The Trainer (FO, HK, F&B)	Train The Trainer (FO, HK, F&B)	Train The Trainer (FO, HK, F&B)	FO or HK or F&B Performance Coaching	FO or HK or F&B Performance Coaching
OR						
FO, HK, F&B Performance Coaching	FO, HK, F&B Performance Coaching	FO, HK, F&B Performance Coaching	FO, HK, F&B Performance Coaching	FO, HK, F&B Performance Coaching	FO, HK, F&B Performance Coaching	FO, HK, F&B Performance Coaching

Note: Given above is the tentative training plan which may change after discussing with the Hotel Manager/General Manager of the hotel

Training Frequency:

- Periodicity – Once a month
- No. of man-days - 7 days

Note: If the no. of trainer man-days is increased for any reason whatsoever, then approval of the owner shall be obtained. However, in no case, total number of trainer man-days to be reduced.



For SUBHAMASTHU INFRA PROJECTS

B. Chandy Partner

