Service Agreement

Title:
Agreement for Logistics Operations through Unit inside NSBP-FTWZ, JNPA SEZ, JAWAHARLAL NEHRU PORT AUTHORITY SEZ, Maharashtra, India

Service Provider Name:
R. E. ROGERS INDIA PVT. LTD. (Service Provider)
Letter of Approval (LOA) number SEEPZ/NEWSEZ/ARSHIYA-RAIGAD/144/2017-18/19045

Service provider is a unit in FTWZ mentioned above, and is able to offer storage, warehousing, cargo handling, inventory management, customs clearance and other services as per LOA referred above

Client Name:
SWINTRA VENTURES PVT. LTD. (Client)
DTA/Foreign buyer for IMPORT transaction
DTA/Foreign supplier for EXPORT transaction

Client wishes to avail the services of Service Provider for their cargo, specifically to hold their inventory on their behalf, dispatch to buyers, and other services

1. **Scope of Work of Service Provider:**
   a. Consultation and documentation covering various import and export transactions
   b. Service Provider to be a consignee/importer of all import cargo and exporter of all export cargo transacted through FTWZ unit, on behalf of Client
   c. Tranship import cargo from arrival port/airport to FTWZ port
   d. File appropriate bill of entry/shipping bill on behalf of Client, jointly, for entry of goods into FTWZ
   e. Arrange storage of goods at proper location inside FTWZ area during period awaiting instructions and completion of documentation formalities
   f. Hold goods at FTWZ, awaiting instructions from Client with regard to import/export transactions
   g. Arrange to handle all import/export cargo inside FTWZ (lift on, lift off of shipping containers, de-stuffing/stuffing/opening/repacking/customs examination/survey/transport packing and other such cargo handling related operations as agreed in instructions received from Client
   h. Pick and Pack from inventory as per outward invoice given by Client (to final buyer) and dispatch instructions received from client (or their order), generate packing list if necessary
   i. Customs clear import/export/re-export cargo as per instructions of client
   j. Arrange transportation where required or hand over to nominated transporter
   k. Facilitate inspection/display/demo of goods as per request by Client
   l. Update inventory/stock levels to Client as per request

2. **General Terms and conditions**
    a. Ownership and title of goods shall at all times remain with client or to their order
    b. All activities shall be carried out by service provider as per the provisions of SEZ Act 2005 read with SEZ Rules 2006 and Customs Act 1962, in the capacity of approved unit holding Letter of Approval (LOA) issued by Development Commissioner, FTWZ and in accordance with other laws being in force at that time.
    c. If any goods remain in FTWZ for period exceeding 5 years, or are damaged/destroyed/ consumed in FTWZ, then the applicable customs duty and disposal costs shall have to be paid by Client provided that the effort to minimize the costs are undertaken by the Service Provider.
    d. All import/export transactions of Client shall be carried out in freely convertible currency only such as but not limited to USD.
    e. Trading/ Sale from FTWZ transactions shall always be value positive only
    f. Cargo shall be handled inside the FTWZ at the risk of owners and service provider or contractors/subcontractors of service provider shall not be liable for accidental damage. Insurance claims if any cannot be subrogated on service provider, except in the case of gross negligence or wilful misconduct on the part of Service Provider.
    g. Service provider shall take all necessary and reasonable steps for the safety of the cargo of Client, and in the event of any accidental damage, Service Provider shall take all reasonable steps to facilitate the insurance survey and related procedures for lodging a claim with the Insurer(s). Insurance claims shall be always governed by the terms of the Insurance policy.
    h. Service provider shall act at all times as agent of Client and all liabilities such as any monetary demands or penal action by government authorities (if any) on account of all transactions made through FTWZ unit, arising out of wrong declarations made by Client shall be to the account of Client.
    i. Service Provider is obliged to advise Client on the statutory compliances requirements related to the services being provided, and shall take all reasonable steps to update the Client in writing on all latest rules and regulations that are applicable
    j. As agent, service provider will sign all documents on behalf of Client per the information supplied by Client, as required by law, however Client shall take responsibility of providing true declarations and documents relating to their goods, such as the value, nature, function, composition and description of goods, any relationship between Client and their Customer, etc.
    k. Client shall indemnify Service Provider from any action arising from incorrect declarations made by client.
    l. Insurance of goods (value + customs duty) stored at, and in transit to/from FTWZ is to be arranged by Service Provider, and insurance premiums paid are to be reimbursed by the Client
    m. Contract is subject to Mumbai jurisdiction
    n. Standard Force Majeure applies on both parties

3. **Invoicing and Payment**

    a. All Charges for services rendered as required by Client will be billed to Client in US Dollars, as per the rates and payment terms agreed in writing between Service Provider and Client refer Annexure – I
    b. Payment Terms: Client shall pay Service provider within 30 (Thirty) days of invoice date.

4. **Termination:**
   a. Unless previously terminated, this contract is coterminous with the LOA (Letter of Approval) of Service Provider.
   b. The locking period of this contract is Minimum 1 year.
   c. This contract can be terminated by either party with a notice of 6 (six) months.
   d. On termination, Client shall advice Service Provider what is to be done with the inventory lying with Service provider as on date of termination. Client shall make arrangements for re-export or duty payment on remaining inventory, within a period of 6 (six) months of termination, at their cost with the assistance of Service Provider. In the event that such arrangement is not possible by whatever reasons, the period shall be extended automatically until Client successfully makes such arrangement.
   e. Any unpaid invoices of Service Provider, along with pro-rated charges for storage for such time as the inventory is in the custody of Service Provider, shall be paid by Client.
   f. Any liability for customs duty and other charges arising from goods lying in FTWZ (which are not removed within 3 months) shall be to the account of Client provided always that the Service Provider has exhausted their efforts to minimize the loss or damages.
   g. In the event of termination arising from expiration of the Contract Duration or the Client issuing a notice or where the Client is the defaulting party, the Client shall at its own sole cost and expense remove all its goods remaining in the Service Provider’s warehouse. For that purpose, the Client shall be granted reasonable access at anytime to the Service Provider’s warehouse where such goods are stored during normal operating hours, and on reasonable advance notice being given by the Client to the Service Provider. The Client shall pay to the Service Provider its charges for handling the goods as part of the removal activities according to the rates set out agreed upon by both parties. The Client shall ensure that full and final payment of the Service Provider’s charges are completed prior to removal of the goods, pending which the Service Provider may not issue the ‘gate pass’ for the removal of the goods.

5. **Cancellation**

   a. Upon the occurrence of any of the events set out in Clause 5.b. to one Party (the “Defaulting Party”), the other Party (the “Non-Defaulting Party”) may immediately terminate this Agreement by giving notice to the Defaulting Party, without affecting any rights which may have accrued prior to such termination.
   b. The events referred to in Clause in 5. a are as follows:

(i) The Defaulting Party commits a breach of or causes a delay in the execution of any of the provisions of this Agreement which breach or delay is material in nature and shall not have been remedied by the Defaulting Party within fourteen (14) days of the Non-Defaulting Party’s written notice to the Defaulting Party requiring the breach or delay to be remedied (or, in the case of a breach which cannot be remedied in fourteen (14) days, then within a reasonable period); This clause shall not be applicable when the breach is due to force majeure conditions (such as riot, strike, war, earthquake, fire, etc. not under the control of the defaulting party). In case of force majeure conditions extending beyond a reasonable period, both parties shall mutually discuss options to remedy the situation in a reasonable manner.
(ii) The Defaulting Party has encountered financial difficulties with the result that its bills of exchange or other financial instruments are rejected by any financial institution;
(iii) Any mortgagee, charge or encumbrance’s takes possession or a receiver is appointed over any of the property or assets of the Defaulting Party which is not discharged within forty-five (45) days of the occurrence thereof
(iv) The Defaulting Party becomes insolvent, an order of court is made to wind up the Defaulting Party or place it under judicial management, or a resolution is passed by the members of the Defaulting

Party for its winding up or liquidation (other than a solvent liquidation for the purpose of reconstruction or amalgamation);
(v) any other reason resulting from the unreasonable neglect or default of the Defaulting Party in respect of its obligations under this Agreement which obstructs or hinders the Non-Defaulting Party from fulfilling its obligations under this Agreement

6. Commencement of Agreement

This agreement shall commence on the 29 day of June, 2026 and remain valid for 2 year, and unless terminated, shall automatically stand extended by a further 1 year at a time, up to a maximum total period of 2 years. Service charges shall be fixed for the first year, and thereafter subject to reasonable annual revision as mutually agreed in writing (but not exceeding 10%). Transportation charges shall be subject to reasonable revision in line with any significant (>5%) variation in the price of fuel. However such increase shall be reasonable in nature and duly justified and accepted by Client in writing.

This contract is hereby signed and stamped below as a token of acceptance.
Place:
Date:

For R. E. ROGERS INDIA PVT. LTD. (Service Provider) Address: R. E. ROGERS INDIA PVT. LTD. (SEZ UNIT IN JNPA SEZ), WAREHOUSE NO 5, JAWAHARLAL NEHRU PORT AUTHORITY SEZ, NSBP-FTWZ AT POST JNPT TALUKA URAN, NAVI MUMBAI Name Sudhir Dhavan Designation Director

For (Client) SWINTRA VENTURES PRIVATE LIMITED Address: 701-B, Churchgate Chambers, | 5 New Marine Lines, | 400020 Mumbai | India GST: 27ABPCS9604P1ZC | IEC: ABPCS9604P V. Bhatnagar Name Vikram Bhatnagar Designation Director