

APPROVAL NOTE FOR HIRING OF CONSULTANT

Subject	Approval note for engaging DSK Legal for <u>drafting and appearance</u> on RERA matters
Date	1-April- 2025




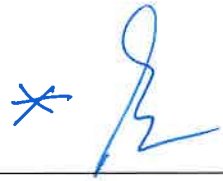


In connection with the ongoing RERA matter concerning the complaint filed by Ms. Anu Arora (C-403, Waterfall Residences), Complaint No. RERA-GRG-1427-2025, Ms. Nivriti Raniwala has proposed to extend the scope of engagement for our existing legal consultants, DSK Legal under the following fee structure.

Particulars	Fee (INR)
Review and drafting of reply and finalisation of written submissions	INR 3,00,000 per draft *
Appearance before RERA Authority (if required)	INR 3,00,000 per appearance

Given that DSK Legal is based in Delhi, we may explore engaging a more local counsel for appearances before the RERA Authority, if deemed more cost-effective or operationally convenient. However, it is proposed that the scope of DSK Legal's engagement remains flexible to include RERA appearances, if required. Attached is the Job Engagement letter for this mandate.

Further, we may consider retaining DSK Legal for other RERA matters that may arise, subject to necessity and relevance. The proposed engagement and any related expenditures will remain within the approved Legal budget for FY 2025-2026.

Approved by

  Nivriti Raniwala	 Yuji Kato	 * Manu Gupta
 Akash Khurana	 Yuka Nagao	

⊕ As discussed, only for first time drafting. Engaged local counsels for future matters.
 * only for one time drafting.



Strictly Confidential

April 01, 2025

Krisumi Corporation Private Limited,

Unit-02, 11th Floor,
Emaar Capital Tower – 2
MG Road, Sector – 26
Gurugram-122002 (Haryana)

Attention: Ms. Nivriti Raniwala – Vice President Legal / Mr. Akash Khurana, CEO

Dear Sir / Ma'am,

Re: Complaint filed before Haryana Real Estate Regulatory Authority (RERA)

We refer to the discussions and emails on the matter, pursuant to which you have instructed DSK Legal to provide professional services as per the scope of work outlined in Section 2 below. We would like to take this opportunity to confirm the work which you have instructed us to undertake, and the basis on which such, and any further work will be carried out by us:

1. Our understanding of your needs

- 1.1. We understand that Krisumi Corporation Private Limited ("**Client**") is engaged in real estate business and is undertaking a wide-range of projects in Gurugram region.
- 1.2. We further understand that the Client is desirous of seeking wide range of legal services from DSK Legal as more particularly outlined in Section 2 below.

2. Scope of Work

Based on our understanding of your needs, we envisage the scope of work to be as follows:

- (i) Reviewing of documents, drafting, filing of pleadings and documents, appearing in proceedings before courts, tribunal, Haryana-RERA, judicial or quasi-judicial authorities pertaining to potential or active litigation initiated by or against the Krisumi group of companies.

3. Scope Limitation

- 3.1 The scope of work in Section 2 above shall be limited to your instructions and comments on the draft documents exchanged through correspondence or in meetings.
- 3.2 Our scope of work does not include providing any business advice or advice other than on issues relating to Indian laws. Our Scope of Work will not include any financial and tax related

advice and/or services. We would also not comment upon the valuation of any assets and pricing of any securities.

- 3.3 Any further or ancillary work other than from the scope of work in Section 2 above, will be charged separately at our usual hourly rates.
- 3.4 Any advice/input that is required from any third party will be obtained with your prior approval and shall be charged separately at actuals. Such advice/input has not been included in the scope of work set out above.

4. Fees:

- 4.1 Our fees are normally based on the level of personnel assigned to the engagement, the degree of skill and experience required and the quantum of work we expect to do to provide the services. Our endeavor is always to provide high quality services in a cost-effective manner.
- 4.2 Based on information provided to us, we have provided our fee estimates for the Scope of Work specified in the table below

Sr. No.	Assignment	Amount (INR)
(i)	Review of papers and drafting of replies and finalizing written submissions in support thereof.	Rs. 3,00,000/- per draft.
(ii)	Appearance in Court by Partner with team associate(s).	Rs. 3,00,000/- per appearance.

- 4.3 In addition to the above, all out-of-pocket expenses incurred shall be billed at actuals from time to time. These would typically include expenditure incurred on travel, accommodation, communication, courier charges, printing, photocopying, and other miscellaneous expenses, etc.
- 4.4 Please note that, the aforesaid fees are exclusive of GST. The client / service receiver is liable to pay GST on reverse charge basis on the bill amount as per serial No. 2 of Notification No. 13/2017 - Central Tax Rate & Union Territory Tax Rate dated 28.06.2017.
- 4.5 External Counsel charges, if any, and fees of any other advocate to be engaged on behalf of the Company in consultation with you will be charged extra and will be payable directly by the Company.
- 4.6 Any advance amount for this assignment that has been paid by the Company, shall be adjusted against our bill of costs. We shall raise invoices for work done from time to time.
- 4.7 We expect that our fees be paid within 15 days of receipt of our invoices.

- 4.8 Our fees as stated above with respect to the scope of work set out in Section 2 above shall be valid till 31 March, 2026. The fees shall be reviewed by the parties in good faith upon culmination of such period.
- 4.9 In case of termination or abandonment of this assignment by you at any time, the Company shall be responsible for paying us for all services rendered and expenses incurred by us in connection with this assignment upto the date of termination or abandonment.

5. Liability limitation

Our liability relating to the services rendered under this arrangement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited in aggregate to 25% of the amount of fees paid to us for this assignment. In no event shall we be liable for any consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if we are aware of or have been advised of their possible existence. This provision shall survive the completion of this assignment and/or the termination of this arrangement.

6. Engagement team

- 6.1 Every engagement at DSK Legal becomes the overall direct responsibility of an engagement partner, who is assisted by such other professionals as may be required to ensure that appropriate experience is brought to bear on the assignment. For the present mandate, Mr. Pranav Vyas shall be the engagement partner.
- 6.2 We will draw upon such Partner(s), Associate(s) and additional resources as may be necessary for any assignment.

7. Communication by external e-mail

- 7.1 We may correspond, convey documentation and generally communicate with you electronically (unless you expressly request otherwise on specific matters) and receive such communications from you.
- 7.2 You understand and acknowledge that the electronic transmission of information by email on the Internet or otherwise has inherent risks and that such communications may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. We shall use our reasonable endeavors to ensure that electronic communications which we send are free from viruses and any other material which may cause inconvenience or harm to any other computer system and you undertake to do likewise with any electronic communications you may send to us. However, because the electronic transmission of information cannot be guaranteed to be secure or error-free and its confidentiality may be vulnerable to access by unauthorized third parties, we shall have no responsibility or liability to you on any basis other than our bad faith or willful default in respect of any error, omission, claim or loss arising from or in connection with the electronic communication of information to you (or your reliance on such information).

8. Confidentiality and Publicity

- 8.1 We are under a duty to strictly keep confidential, within the firm, all matters, information in relation to the assignment that may be provided to us that are confidential to you (such as, any intellectual property rights, confidential know how, business plans, maturing new business opportunities, research and development projects, product or services, formulae, inventions and third-party collaborations and agreements) which you inform us about, unless and to the extent that:
- (a) disclosure of such matters/information is required by judicial or administrative procedures or by other requirements of law, or by any governmental authority;
 - (b) disclosure is made in confidence to our professional consultants who have agreed to keep such matters/information confidential; and
 - (c) such matters/confidential information is in the public domain.

Notwithstanding the foregoing, in relation to assignments which are within the public domain, the firm may include your names and a brief factual description of the work which we have conducted for you on employee bulletin boards, in its list of references, on the website, in the experience and credentials sections of proposals and brochures and in internal business planning documents.

- 8.2 Any advice or opinion provided by us under this assignment shall not be disclosed to, or relied upon by, any third party. The intellectual property rights in any documents and other materials we generate for you belong to us.
- 8.3 We and you agree to keep confidential the terms specified in this job arrangement letter.

9. Conflicts

- 9.1 During the term of this assignment, we will not act in relation to a matter where there is a conflict of interest, unless we are permitted to do so by the rules of professional conduct applicable to us, or where required, with the Client's consent.
- 9.2 Except where a partner has otherwise agreed in writing, we may act for other clients who are, or who you consider to be, your competitors.

10. Governing Law and Jurisdiction

This Letter and all issues relating to our engagement and services will be construed in accordance with, and will be governed by, Indian law. Any dispute arising out of, or in connection with, this Letter will be subject to the exclusive jurisdiction of courts at Delhi.

We would be pleased to discuss the contents of this letter of engagement with you in greater detail and provide you with any additional information/clarifications that you may require. In case you have any specific queries relating to this letter, please do not hesitate to contact me.

We request you to sign this letter and return a copy of the same to us as your confirmation to the arrangements discussed herein.

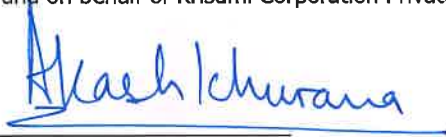
Yours sincerely,
For **DSK Legal**



Kirat Singh Nagra
Senior Partner

On behalf of Krisumi Corporation Private Limited, hereby, acknowledge this Engagement Letter dated April 01, 2025 and confirm our acceptance of its terms:

Agreed and accepted:
For and on behalf of Krisumi Corporation Private Limited



Authorised Signatory

Name: _____

Date: _____

