






APPROVAL NOTE FOR HIRING OF CONSULTANT

Subject	Approval note for engaging AZB for amendment agreement to JV agreement	
Date	5 th August, 2024	
In order to draft an amendment agreement to the Joint Venture Agreement executed between, inter alia, Krisumi Corporation Private Limited, Sumitomo Corporation, and SKH Sheet Metals Component Private Limited, Ms. Nivriti Raniwala has proposed to engage AZB & Partners .		
The total cost of this engagement is estimated to be in the range of ₹6,00,000/- to ₹8,00,000/- <u>+ GST</u>		
This proposed engagement is within the approved contingency budget for FY 2024-2025.		
Approved by		
		
Nivriti Raniwala	Manu Gupta	Yuji Kato
		
Akash Khurana	Yuka Nagao	



AZB & PARTNERS
ADVOCATES & SOLICITORS

DATE : August 7, 2024
TO : Krisumi Corporation Private Limited
Sector 36A, Gurugram
RE : AZB Proposal
ATTN : Mr. Akash Khurana

Dear Akash,

Thank you for providing AZB & Partners ("Firm") with an opportunity to present our proposal and fee quote to Krisumi Corporation Private Limited ("Client"), with respect to drafting of an amendment agreement to the joint venture agreement ("Existing JV Agreement") executed between *inter alia* Krisumi Corporation Private Limited, Sumimoto Corporation and SKH Sheet Metals Component Private Limited ("Proposed Assignment"). Our brief proposal and fee quote are outlined below:

A. SCOPE OF WORK

We understand that our scope of work with respect to the Proposed Assignment shall be as follows:

1. Drafting, review and revision of an amendment agreement to the Existing JV Agreement to capture the revised understanding between the parties ("Amendment Agreement"); and
2. Participation in 1-2 rounds of discussions with the Client.

B. FEE PROPOSAL

1. Our fees are based on the level of effort of our people and the skills and experience of the personnel assigned to the work. Our fees structure will be based on time spent basis for the Proposed Assignment and our hourly charge out rates as below:

HOURLY RATES IN ₹ (depending on seniority)	
Hardeep Sachdeva, Senior Partner	₹42,500/- per hour
Ravi Bhasin, Senior Partner	₹21,500/- per hour
Partners	₹14,500/- to ₹29,500/- per hour
Senior Associates	₹10,500/- to ₹13,500/- per hour
Associates	₹6,500/- to ₹9,500/- per hour
<i>plus goods and service tax (as applicable)</i>	

2. For the scope of work set out in Paragraph A above, you may budget an amount of ₹6,00,000/- to

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MUMBAI: Sakhar Bhavan | 4th Floor | Nariman Point | Mumbai 400021 | India | TEL: +9122 66396880 | FAX: +91 22 4910 0699 | EMAIL: mumbai@azbpartners.com
✓ DELHI: AZB House | Plot No. A8 | Sector 4 | Noida 201301 | India | TEL: +91 120 4179999 | FAX: +91 120 4179900 | EMAIL: delhi@azbpartners.com
DELHI: 40 | Hansalaya Building | Barakhamba Road | New Delhi 110001 | India | TEL: +91 11 40221500 | EMAIL: delhi@azbpartners.com
GURGAON: Unitech Cyber Park | 602 Tower-B | 6th floor | Sector 39 | Gurgaon 122001 | India | TEL: +91 124 4200296 | FAX: +91 124 4038310 | EMAIL: gurgaon@azbpartners.com
BANGALORE: AZB House | 67/4 - 4th Cross | Lavelle Road | Bangalore 560001 | India | TEL: +91 80 4240 0500 | FAX: +91 80 2221 3947 | EMAIL: bangalore@azbpartners.com
PUNE: Onyx Towers | 1101/B | 11th Floor | North Main Road | Koregaon Park | Pune 411001 | India | TEL: +91 20 6725 6666 | FAX: +91 20 6725 6600 | EMAIL: pune@azbpartners.com

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₹8,00,000/-. This fee estimate is with the assumption that our scope of work will be limited to the work as set out in Paragraph A above and we will not be required to (i) undertake any title/ real estate due diligence or undertake due diligence of the joint venture; and (ii) travel outside our offices in Delhi NCR for undertaking any part of the scope of work.

3. In the event we are required to undertake any work outside the scope of work mentioned in Paragraph A above or beyond the assumptions set out in Paragraph 2 above, then any such additional work shall be undertaken on hourly charge rates mentioned above. Further, in the event we are required to travel outside our offices in Delhi NCR for any part of the scope of work, an additional fee of ₹1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) per day per person shall be charged.
4. Any payment of our fees shall not be contingent on the successful completion or closing of the Proposed Assignment. If the Proposed Assignment is aborted or abandoned at any point in time, our fees shall be and remain payable and no refund of any amounts paid to us shall be made.
5. All out of pocket expenses including travel, accommodation and communication costs such as fax, telephone, photocopy and courier, will be in addition to the above mentioned fees amounts and will be charged at actuals. Any goods and service tax and fringe benefit tax that may be applicable will be charged, in addition. All statements for services/ invoices will be submitted to the Client on a periodic basis (with such advance amounts as we mutually agree). Payment for services will be due and payable within 10 (ten) business days of receipt of our invoice.

C. ENGAGEMENT TEAM

When you get to the bottom line in our profession, it is always the people who make the difference. How they work with your people, use the firm's resources, and recognize and develop opportunities are important criteria for evaluating the engagement team. The engagement team will be dedicated to providing you with the best possible service and solutions at every stage. The engagement team will have the combination of technical expertise and experience to fulfill our commitment to you.

Mr. Hardeep Sachdeva will be the partner-in-charge for all the matters. Other team members will be staffed as appropriate.

D. OTHER PROVISIONS

1. The Client reserves the right to terminate the services at any time and the Firm shall have the same right. In the event of termination, the Firm will immediately arrange to hand over all files associated with the representation and cooperate with the Client and its counsel in the transition of representation as directed by the Client.
2. The Firm will keep all the confidential documents of the Client secret and confidential and it will use such documents only for the purpose of rendering legal assistance to the Client.
3. The Firm will rely and depend on the documents and information provided by the Client and will not be conducting any independent verification of the same.



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4. Our liability in relation to the Proposed Assignment shall be limited to half of the amount of fees received for the assignment.
5. The Client agrees that it shall not, directly or indirectly, during the term of this assignment or a period of 1 (one) year thereafter solicit, recruit or hire any associate or employee of the Firm or induce any junior, associate or employee of the Firm to do so.

Please do let us know if you require any further details or clarifications.

We look forward to working with you and establishing a long relationship.

Yours sincerely,
For AZB & Partners

Hardeep Sachdeva
Senior Partner

Accepted and Agreed
For Krisumi Corporation Private Limited

Authorized Signatory



AZB & PARTNERS
ADVOCATES & SOLICITORS

IRN : f064841397735138a7b0a5668f6a92d8cad551271e0e2a2d7ca2f6513b9151ef

TAX INVOICE – Original for recipient

INVOICE NO : AZBD2025260255
DATE : April 11, 2025
TO : Krisumi Corporation Private Limited
PLACE TO SUPPLY : 11th Floor, Unit 2, Emaar Capital Tower 2,
Sector 26, MG Road,
Gurugram, Haryana, 122002
GST NO : 06AAECV0565A1ZR
PAN : AAECV0565A
Re : KriSumi - JVA



Dear Sir,

1. Please find enclosed our Memorandum of Fees & Expenses for work done by us in the abovementioned matter from August 30, 2024 till April 11, 2025.
- 1.
2. I would request you to please issue us a banker's cheque or bank pay order in favour of "AZB & Partners" and send the same to the address indicated below.

OR


Please send the amount as per the following instructions:-

BENEFICIARY'SNAME : AZB&PARTNERS
BENEFICIARY'SBANKA/c No (INR) : 50200018133440
IFSC : HDFC0000291
MICR : 400240046
BENEFICIARY'SBANKDETAILS : HDFC BANK LTD
EXPRESS TOWERS, NARIMAN POINT MUMBAI
400021
SWIFTCODE–HDFCINBB
UPI : azbpartners@hdfcbank

The payment advice should state that the money is being remitted for the "Payment of Professional Fees".

3. We would appreciate it if your office could drop us a line as to when the money has been wired out so that we can then follow it up at this end with our Bankers.

Best regards,


(Hardeep Sachdeva)

Encl: As above

MUMBAI : AZB House | Peninsula Corporate Park | Ganpatrao Kadam Marg | Lower Parel | Mumbai 400 013 | India | TEL +91 22 40729999 | FAX +91 22 4072 9888 | EMAIL mumbai@azbpartners.com

MUMBAI : One Forbes | 5th Floor | VB Gandhi Marg | Kala Ghoda | Mumbai 400001 | India | TEL +9122 49100600 | FAX +91 22 4910 0699 | EMAIL disputeresolution.mumbai@azbpartners.com

✓ DELHI : AZB House | Plot No. A8 | Sector 4 | Noida 201301 | India | TEL +91 120 4179999 | FAX +91 120 4179900 | EMAIL delhi@azbpartners.com

DELHI : 4B | Hansalaya Building | Barakhamba Road | New Delhi 110001 | India | TEL +91 11 40221500 | EMAIL delhi@azbpartners.com

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Sector 26, MG Road,
Gurugram, Haryana, 122002
Re : KriSumi - JVA
GST NO: 06AAECV0565A1ZR
PAN: AAECV0565A

MEMORANDUM OF FEES AND EXPENSES
(Bill Period from August 30, 2024 till April 11, 2025)

SUMMARY OF WORK DONE	AMOUNT
Drafting, review, revision and finalization of the amendment agreement to the joint venture agreement to be executed between Krisumi Corporation Private Limited, Sumitomo Corporation, Mr. Ashok Kapur, Mr. Sunandan Kapur, R.D. Propcon Private Limited, and SKH Sheet Metals Components Private Limited, on August 30, September 9, September 10, September 11, September 12, 2024 and January 20, February 3, February 13, February 14, February 17, February 18, February 21, and February 22, 2025.	
Amendment of the articles of association of Krisumi Corporation Private Limited, on February 28, and March 1, 2025.	
Calls and discussions in relation to aforesaid on August 30, 2024 and February 20, and February 28, 2025.	
Total Amount	₹ 683,250
Central Tax @ 0%	
State Tax @ 0%	
Integrated Tax @ 18%	₹ 122,985
Total Amount	₹ 806,235
Less: Taxes to be borne by the service recipient as per the Note below*	
Central Tax @ 0%	
State Tax @ 0%	
Integrated Tax @ 18%	₹ 122,985
Total (Rounded Off) Amount	₹ 683,250

(₹ Six Lakhs Eighty Three Thousand Two Hundred Fifty Only)

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ADVOCATES & SOLICITORS

IRN : f064841397735138a7b0a5668f6a92d8cad551271e0e2a2d7ca2f6513b9151ef

GST No: 09AAKFA0281H1ZJ

PAN: AAKFA0281H

HSN/SAC No.: 9982-12

We hereby declare that the GST registration number mentioned above is valid and in force as on this day of the preparation of this invoice.

Note: On legal services provided by a firm of Advocates, the Goods and Service Tax is payable on reverse charge basis i.e. the obligation to pay Goods and Service Tax is placed upon the service recipient. Accordingly, the Goods and Service Tax is not included in the memorandum of fees. Entire amount of Goods and Service Tax on the above services is required to be paid by the service recipient on reverse charge basis as per list of services that will be under reverse charge as approved by GST Council in their meeting held on 19 May 2017.

For AZB & Partners

Hardeep Sachdeva

Senior Partner/ Authorised Signatory



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ADVOCATES & SOLICITORS

IRN : f064841397735138a7b0a5668f6a92d8cad551271e0e2a2d7ca2f6513b9151ef

Fcc	Hours	Rates	Amount
Partner Time			
RD (Ravi Bhasin)	8.5 X ₹	21,500 Per Hour	₹ 182,750
Counsel Time			
ST (Sahil Tandon)	33.00 X ₹	12,500 Per Hour	₹ 412,500
Associate Time			
DM (Druheen Mohanty)	3.00 X ₹	8,500 Per Hour	₹ 25,500
SG (Shubham Gupta)	8.00 X ₹	7,500 Per Hour	₹ 60,000
			₹ 680,750
<i>Out of pocket expenses towards travel and other disbursements</i>			₹ 2,500
Total			₹ 683,250
<i>Central Tax @ 0%</i>			
<i>State Tax @ 0%</i>			
<i>Integrated Tax @ 18%</i>			₹ 122,985
Total Amount			₹ 806,235
<i>Less: Taxes to be borne by the service recipient as per the Note below*</i>			
<i>Central Tax @ 0%</i>			
<i>State Tax @ 0%</i>			
<i>Integrated Tax @ 18%</i>			₹ 122,985
Total (Rounded off) Amount			₹ 683,250

(₹ Six Lakhs Eighty Three Thousand Two Hundred Fifty Only)

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For AZB & Partners

Hardeep Sachdeva
Senior Partner/ Authorised Signatory