

Version 1.0

**LEGAL POLICY FOR ENGAGEMENT OF PANEL OF ADVOCATES**

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<b>Sr. No.</b>	<b>Version</b>	<b>Date</b>	<b>Changes</b>
1.	Version 1.0	01.07.2025	Adoption
2.			

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## LEGAL POLICY FOR ENGAGEMENT OF PANEL OF ADVOCATES

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### 1. Purpose

This Legal Policy ("**Policy**") outlines the principles, structure, and terms under which Krisumi Corporation Private Limited including Krisumi Hospitality Services Private Limited and any of its affiliates or subsidiaries ("**Company**") maintains and engages a Panel of Advocates ("**Panel**") to provide legal services and representation to the Company. This Policy is intended to ensure clarity, transparency, and consistency in legal engagements and aligns with the Company's commitment to efficiency, and legal compliance. This Policy governs the empanelment process, work allocation, compensation, conduct, and termination of Advocates, and applies to all legal professionals associated with the Company for any legal work/assignments.

This Policy shall not apply to legal professionals who are retained by the Company under a formal retainer agreement, where the terms of engagement, fees, and responsibilities are governed by the specific retainer contract executed with the law firm/ advocate/ legal professional. In such cases, the terms of the retainer agreement shall prevail.

This policy has been made for routine civil/ criminal litigations with vendors and customers. However, considering sensitivity of matters where intervention of higher/ other forums is required e.g., society/ association disputes, quashing of FIR, other criminal matters/ advice, writ petitions, appeal to Supreme Court, review/ revision, arbitration etc. are required, separate engagement (NFA) letters maybe executed and senior counsels maybe engaged accordingly on need basis.

### 2. Panel of Advocates

#### 2.1 Constitution of the Panel

The Panel of Advocates shall consist of qualified, registered legal practitioners with verified credentials and expertise. The selection will be based on merit, specialization, and alignment with the legal needs of the Company. The empanelment process includes submission of credentials and proposed fee structure, and approval by the Head of Legal Department.

#### 2.2 Duration and Review

Empanelment shall remain valid until otherwise notified by the Company. A periodic review (at least annually) will be conducted to assess the continued suitability of each Advocate.

#### 2.3 Fixed Fee Structure

A standard fee schedule, reviewed annually or as required, shall apply to commonly availed legal services such as drafting, advisory, litigation, and compliance-related matters. This structured approach is intended to ensure transparency, consistency, budgetary control, and fairness across all legal engagements.

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All Advocates empanelled under this Policy shall adhere to the applicable fixed fee structure as outlined in **Annexure A**. Any deviation from the standard fee schedule—either in the form of an enhanced or reduced fee—must be expressly authorized in writing by the Company.

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In cases where a lower fee or higher fee has been mutually agreed upon and duly approved through a separate Note for Approval (NFA) executed by the Company at the time of empanelment or assignment, such fee shall prevail over the standard structure. No further

approval shall be required in such cases, and the fee as recorded in the NFA shall be deemed final and binding for the relevant scope of work.

#### **2.4 List of Advocates**

An updated list of empanelled Advocates, including their specialization, shall be maintained and appended to this Policy as and when the Advocate is empaneled (**Annexure B**) and signed by the Head of Legal Department. Empanelment does not guarantee work allocation and remains subject to the Company's discretion.

Empanelment in Annexure signifies formal recognition by the Company and shall be deemed sufficient for engagement purposes under this Policy. No separate formal approval shall be required for allocation of work to Advocates included in Annexure B, except in cases where the Company has explicitly executed a separate Note for Approval (NFA) specifying alternate terms of engagement for a particular Advocate. In such cases, the terms of the separately approved note shall prevail to the extent of deviation from this Policy.

Inclusion in this Panel, however, does not create any entitlement or guarantee of work allocation. Allocation of assignments shall remain at the sole discretion of the Head of the Legal Department along with concerned senior management, based on factors such as expertise, matter complexity, past performance, availability, and conflict checks.

### **3. Work Allocation**

#### **3.1 Engagement Criteria**

Advocates may be engaged based on the type of legal matter, urgency, complexity, geographic location, prior performance record, and subject-matter expertise. The Legal Department holds exclusive discretion to make such allocations. This Policy is intended to promote a structured, balanced distribution of legal work and reduce over-reliance on any single Advocate or firm. The objective is to ensure continuity, avoid bottlenecks, and build a diversified legal support system for the Company. Provided that based on experience, result/delivery confidence, a certain repetitive/ similar nature of work as maybe deemed appropriate maybe directed to any one of the entrusted advocates as empaneled here.

#### **3.2 Conflict of Interest**

As a matter of internal governance and ethical compliance, all empanelled Advocates are expected to maintain the highest standards of integrity and professional independence in their conduct. Advocates shall carry out a careful assessment prior to accepting any assignment to ensure there is no actual, potential, or perceived conflict of interest.

This process is essential to safeguard the integrity of the Company's legal representations and to uphold stakeholder confidence in all engagements managed through the Panel.

A conflict of interest includes, but is not limited to:

1. Representation of a party whose interests are directly adverse to those of the Company in the same or related matter.
2. Financial, or advisory relationships with any third party that may compromise confidentiality.

such as to prejudice the advocates unbiased and independent judgement in advising the Company.

In the event any conflict of interest comes to the knowledge of the legal department, it may result in:

1. Immediate termination of the Advocate from the panel; and
2. Blacklisting from future engagements;

The Company expects all empanelled Advocates to adopt a proactive approach in identifying and managing conflicts and to uphold confidentiality, and professional ethics at all times.

#### **4. Terms of Engagement**

##### **4.1 Independent Professional Status**

All engagements of Advocates under this Policy shall be strictly on a professional, and independent basis. The empanelment or assignment of legal work does not establish, and shall not be construed as establishing, any employment, agency, partnership, fiduciary, or joint venture relationship between the Advocate and the Company. Advocates are not authorized to represent themselves as employees or agents of the Company in any capacity. Each Advocate shall be solely responsible for compliance with applicable tax, regulatory, and professional obligations arising from their engagement.

##### **4.2 Professional Standards and Conduct**

All Advocates empanelled under this Policy are expected to:

- Strictly adhere to the professional code of conduct, ethics, and disciplinary rules as prescribed by the Bar Council of India and respective State Bar Councils.
- Demonstrate competence, diligence, and a high degree of legal acumen in every assignment.
- Act with fairness, honesty, and professionalism, and avoid any conduct that may harm the reputation and/or goodwill of the Company.
- Maintain regular and transparent communication with the Legal Department on matters under their handling.
- Submit timely updates, legal opinions, court documents, or other deliverables as per assignment requirements.
- Repeated instances of delays, unresponsiveness, substandard work, or non-compliance with assignment timelines may lead to warnings, suspension from further assignments, or termination from the Panel.
- Not act without or contrary to instructions issued by authorised representative of the Company as identified to the advocate at the time of engagement.

##### **4.3 Confidentiality and Data Protection**

All Advocates are expected treat any information, documentation, or communication shared by the Company or accessed during the course of assignments as confidential.

This obligation shall survive the conclusion or termination of the engagement. Breach of confidentiality will lead to Immediate removal from the Panel, forfeiture of fees, and may further result in civil and/or criminal proceedings as per applicable law.

##### **4.4 Anti-Corruption and Ethical Conduct**

The Company enforces a strict zero-tolerance policy against bribery, corruption, and any unethical behavior. Advocates empanelled with the Company must:

- Not offer, accept, or facilitate bribes, gifts, or any form of unlawful or improper benefit;
- Refrain from attempting to unlawfully influence judges, court officials, regulatory authorities, or third parties involved in any legal matter;
- Avoid participation in fraudulent practices, document falsification, or suppression of material facts;
- Promptly report any attempt or request by any party that may be construed as corrupt or unethical.

Violation of this clause shall result in:

- Forthwith termination of engagement;
- Blacklisting from future engagements;
- Withholding such outstanding amounts until necessary inquiries have been made by the Company with regard to justification of the said fees/ amounts.

The Company reserves the right to conduct internal or third-party due diligence or investigations in any suspected case of misconduct or violation of this Policy.

## **5. Payments**

### **5.1 Invoicing**

Invoices must be submitted upon completion of assignments or as per agreed milestones. Invoices must be supported with details and receipts wherever applicable.

### **5.2 Payment Terms**

Valid invoices will be processed within 30 days, subject to approval and verification. In case of disputes with the invoice, the Company may withhold such payment.

Any claim for reimbursement of reasonable incidental expenses (e.g., travel, courier charges, printing etc) must be claimed with original receipts.

The Company shall deduct taxes at source (TDS) as per applicable laws. Advocates shall be responsible for ensuring compliance with all personal and professional tax obligations except GST in respect of their incomes which shall be paid by the Company on reverse charge.

## **6. Policy Effective**

This policy shall be effective from 1<sup>st</sup> July 2025 and any NFA's executed before the date of this policy shall remain unchanged.

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## **7. Termination and Review**

### **7.1 Review Mechanism**

The Company shall periodically assess the performance of empanelled Advocates on criteria such as quality of work delivered, adherence to timelines and professional behavior.

### **7.2 Grounds for discontinuance**

An Advocate may be removed from the Panel under the following circumstances:

- Professional misconduct;

- Breach of confidentiality or ethical guidelines;
- Repeated delay, negligence, or poor quality of work;
- Failure to respond to communication or assignments to the satisfaction of the Company;
- Conflict of interest;
- Misrepresentation of credentials;
- Inability to deliver such quality/ result as expected by the Company or failure to meet expectations of the Company.

In the event of such discontinuation all pending amounts/ fees shall be cleared subject to any other terms of this policy





### 8. Governing Law and Jurisdiction

This Policy shall be governed by the laws of India. Any disputes arising hereunder shall fall under the exclusive jurisdiction of courts in Gurugram.

### 9. Amendments

The Company reserves the absolute and unilateral right to amend, revise, update, or repeal any part of this Policy, including the Annexures, at any time, without prior notice, to align with changes in applicable laws, regulatory guidelines, organizational requirements, or internal governance practices.

All amendments shall be initiated by the Head of Legal Department and approved by the concerned senior management of the Company. Upon such approval, the revised Policy shall be deemed effective from the date specified therein.

APPROVER SIGNATURES:		
NAME	SIGNATURE	DATE
Nivriti Raniwala		01/07/2025
Akash Khurana		09/7/25
Yuji Kato		10/7/25
Kurumi Nagasaka		01/07/25

**Annexure A:****Standard Fee Structure for Legal Assignments**

<b>Forum (RERA and District Court)</b>		
Subject to maximum of 1.5 Lakhs per matter to be paid as follows:		
<b>S No.</b>	<b>Particulars</b>	<b>Fee Schedule</b>
1.	Complaint/ Suit/ Petition or reply/ Replication (with filing)	60,000 for each case
2.	Filing only	15,000 for each case
3.	Affidavit of evidence	15,000 for each case
4.	Additional Applications/ Preliminary Objections	15,000 for each case
5.	Written arguments/ submissions	15,000 for each case
6.	Hearing	15,000 for each hearing (effective) 7,000 for each hearing (non-effective) (Subject to maximum of INR 75,000 for all hearings in each matter which shall be paid after the final hearing. Provided that, if the matter continues for longer than 5 hearings a part of the fees maybe paid as discussed).

\*this is in addition to the out of pocket expenses as per clause 5.2 above.

<b>Forum (Chandigarh Lower Courts- SCDRC, DCDRC, FC etc.)</b>		
Subject to maximum of 1.25 Lakhs per matter to be paid as follows:		
<b>S No.</b>	<b>Particulars</b>	<b>Fee Schedule</b>
1.	Complaint/ Reply to the Complaint/ Miscellaneous Applications/ Reply to Miscellaneous Applications, Appeal/ Reply to Appeal / Replication	60,000 for each case
2.	Filing only	15,000 for each case
3.	Affidavit of evidence, if required	15,000 for each case
4.	Written arguments/ submissions	15,000 for each case
5.	Hearing	10,000 for each hearing (effective) 7,000 for each hearing (non-effective) (Subject to maximum of INR 75,000 for all hearings in each matter which shall be paid after the final hearing. Provided that, if the matter continues for longer than 5 hearings a part of the fees maybe paid as discussed).

<b>Forum (Punjab Haryana High Court/ HREAT/ NCDRC)</b>		
Subject to maximum of 2 Lakhs per matter to be paid as follows:		
<b>S No.</b>	<b>Particulars</b>	<b>Fee Schedule</b>
1.	Appeal/ Revision/ Application or Reply/ Replication *	75,000 for each case
2.	Evidence/ Miscellaneous Application/ Reply to Miscellaneous Application/ Rejoinder	15,000 for each case
5.	Hearing	15,000 for each hearing (effective) 7,000 for each hearing (non-effective)

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\* The policy has been prepared intentionally excluding writ petitions, SLP'S, NCLT and other forums where specialized expertise may be required at a differentiated cost as well as where engagement of a senior counsel maybe required. This policy is targeted towards dispute management wrt. customers/ vendors and in case of any dispute with governmental bodies or implications such as insolvency of the company may require specialized representation. Similarly, any matter falling within the jurisdiction of Supreme Court of India has also been excluded owing to the need or the necessity to engage an advocate- on- record.

**Annexure B:****List of Empaneled Advocates**

S No.	Advocate Name	Jurisdiction	Contact Info	Contact Number	Office Address
1.	Chandhiok & Mahajan	RERA & NCDRC	<a href="mailto:vikram.sobti@chandhiok.com">vikram.sobti@chandhiok.com</a>	+91 9871149994	C-524, Defence Colony, New Delhi - 110024
2.	Mohit Arura	RERA & NCDRC	<a href="mailto:mohitarura@gmail.com">mohitarura@gmail.com</a>	9811636491	
3.	Malvika Kapila Kalra	NCDRC	<a href="mailto:malvikakapila84@gmail.com">malvikakapila84@gmail.com</a>	9810400283	
4.	Shobhit Phutela	Chandigarh lower courts (FC/ SCDRC/ HREAT)	<a href="mailto:adv.shobitphutela@gmail.com">adv.shobitphutela@gmail.com</a>	7814409191	
5.	Rajat Khanna	Punjab Haryana High Court/ HREAT			

\*The head of legal department may make suitable revisions to this annexure as and when required subject to necessary approvals from the management