

हरियाणा HARYANA

V 742759

AGREEMENT

This Agreement is executed at Gurugram on this 21/07/2023 (effective date 21st day of July 2022) between:

Manu Gupta [Aadhaar No. 582871692965; PAN Card No. AIFPG8647J ; Employee Id. K1249] S/o Sh. Mahesh Gupta, R/o 4 Bazar Lane, Bengali Market, VTC:- NDMC, Central Delhi, Delhi – 110001 **"EMPLOYEE"**

AND

Krisumi Corporation Private Limited, (CIN no. U70200HR2012PTC064545) having its Registered office at 3rd Floor, Central Plaza Mall, Golf Course Road, Sector 53, Gurugram, Haryana and Corporate office at Krisumi Sales Lounge, Sector- 36A, Gurugram, Haryana through its Authorized Signatory **"COMPANY"**

AND

Deepti Gupta

(Aadhaar No. 625770886137; PAN Card No AHQPG1678R; R/o 4 Bazar Lane, Bengali Market, VTC:- NDMC, Central Delhi, Delhi – 110001.

Manu Gupta

Deepti Gupta

Akash Kumar

AND WHEREAS one of the terms of employment was to provide leased vehicle to the EMPLOYEE for the performance of his duties “**Leased Vehicle**” ; The Leased Vehicle (Honda City) No. is DL4CBC3996

AND WHEREAS the LESSOR has been shortlisted for arranging / providing Leased vehicle.

NOW THIS AGREEMENT WITNESSETH AS UNDER:


1. (a) That the lease shall be for a period of **24 months** (referred as “**Term**”).

(b) That the Term has commenced /shall commence from 21/07/2023 and end on 20/07/2025.

(c) At the option of the COMPANY, the lease may be renewed for a further period by execution of an addendum /supplementary or fresh Agreement, on mutually agreed terms and conditions.
2. The COMPANY shall bear and pay a maximum monthly amount of **Rs. 30000/- (Rupees Thirty Thousand Only)**, (hereinafter “**Vehicle Lease Rent**”). The said amount shall be payable within 10 days of the next calendar month. GST shall be payable over and above by the COMPANY.
3. That the Leased Vehicle shall only be self-driven. In case, a driver is hired by EMPLOYEE, the compliances related to such driver shall be sole responsibility of the EMPLOYEE, with EMPLOYEE being the principal owner, notwithstanding the fact that the Vehicle Lease Rent has been /is being paid by the COMPANY. However, the EMPLOYEE can claim reimbursement of the amount paid to the driver, as expense incurred by him.
4. That the EMPLOYEE will maintain the vehicle in good condition and all the running & maintenance expenses (like fuel, periodic servicing, PUC







certificates etc) will be borne by EMPLOYEE and subsequently reimbursed by the COMPANY. Any Tax / Toll, by any name called on entering or exiting a State or Parking charges shall be sole responsibility of/ paid by the EMPLOYEE.

5. That the LESSOR shall be responsible for insurance including third party insurance /any taxes/cesses/compliances in respect of the Leased Vehicle.
6. That the COMPANY shall in no case be responsible for any fine imposed due to not complying with the traffic rules and regulations and/or any accident which may or may not lead to any injury or death to any person (including to/of EMPLOYEE, driver if hired, third party) or loss to Leased Vehicle or other vehicle/property, whether partial or complete. The only liability of the COMPANY is to pay the Vehicle Lease Rent as per terms of this Agreement.
7. The term of this Agreement shall be co-existent and co-terminus with the employment of the EMPLOYEE with the COMPANY or expiry of this Agreement, whichever is earlier. The Agreement can also be terminated by the COMPANY by giving 7 days notice. It shall be the responsibility of the EMPLOYEE to return the Leased Vehicle to the LESSOR and shall keep the COMPANY indemnified and harmless in this regard.
8. In case of breakdown of the Leased Vehicle, whether permanent or temporary (more than 2 days), the LESSOR shall arrange / provide another vehicle to the EMPLOYEE, failing which this Agreement shall terminate automatically.
9. The EMPLOYEE and LESSOR shall keep the terms of the present Agreement confidential and shall not disclose or divulge any information relating to this Agreement to a third party except in accordance with law or if demanded by any statutory authority. The obligation of confidentiality and non-disclosure hereof shall survive in perpetuity.



10. This Agreement shall be governed by the Laws of India and courts at Gurugram shall have jurisdiction.
11. That any dispute or differences between the parties hereto relating to or arising out of this Agreement (including any dispute or differences as to the existence or validity hereof) shall be referred for Arbitration to be conducted by a sole arbitrator at Gurugram, to be selected from two names suggested by COMPANY. In case EMPLOYEE/LESSOR delays or refuses to select one person out of the said two persons, the COMPANY shall be free to choose and appoint one of them as sole arbitrator. The decision of the Arbitrator shall be final and binding on the parties. The Arbitration shall be conducted in English in accordance with the provisions of Arbitration and Conciliation Act, 1996 and / or any statutory modification or re-enactment thereof and the cost of Arbitration proceeding shall be borne as per the decision of the Arbitrator.

IN WITNESS WHEREOF, THE PARTIES HERETO, HAVE SET THEIR RESPECTIVE HANDS HEREUNTO THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN



Manu Gupta

EMPLOYEE



Akash Khurana

COMPANY



Deepti Gupta

LESSOR

WITNESS:

1.

2.