




Non Judicial **Indian-Non Judicial Stamp Haryana Government** Date : 19/03/2024

Certificate No. G0S2024C2672  Stamp Duty Paid : ₹ 101
 GRN No. 114294136  Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Formulalive Rentals Llp
 H.No/Floor : Na Sector/Ward : Na LandMark : Na
 City/Village : New delhi District : New delhi State : New delhi
 Phone: 98*****14 

Buyer / Second Party Detail

Name : Krisumi Corporation Pvt ltd
 H.No/Floor : Na Sector/Ward : Na LandMark : Na
 City/Village: Gurugram District : Gurugram State : Haryana
 Phone : 98*****14

Purpose : AGREEMENT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

Sublease Agreement

This Agreement is made and executed on the 22nd day of April 2024.

By and between

Formulalive Rentals LLP, having its registered office at 27, Community Centre, East of Kailash,, New Delhi – 110065, through **Mr. Nikhilesh Bhowmick** (hereinafter called the “**SUB LESSOR**”), which expression shall unless repugnant to the context shall mean its successors and permitted assigns of the First Part.

And

Krisumi Corporation Pvt Ltd. a company incorporated under the Companies Act, 1956, with limited liability, having its registered office at **3rd floor, Central Plaza Mall, DLF Golf Course Road, sector 53, Gurugram, Haryana, 122001**, represented by **Mr. Akash Khurana** who has been authorized (hereinafter referred to as “**SUB LESSEE**”) which expression shall unless it be repugnant to the context shall mean and include its successors and permitted assigns of the Second Part.

Whereas, the SUB LESSOR is in lawful possession of property being **Tower-N (24)/12A, Central Park-2, Sohna Road, Gurgaon, Haryana- 122018**, admeasuring around 2187 Sq. ft and comprising of 02 bedrooms, a study cum bedroom all rooms with ensuite bathrooms, a Drawing cum Dining room, Kitchen, dedicated 02 parking for a car inside the premise







bearing numbers **N-111 and N-124** along with all fixtures and fittings etc. as it is and right to use of common areas such as stairs, landings, elevators, entry and exit gate etc. (hereinafter referred to as "the residential apartment") and is entitled to Sublease the residential apartment as per the Lease agreement dated **10th May 2023** executed between the Owner and the SUB LESSOR (hereinafter referred to as "the Owner Lease Deed").

SubLessor and SubLessee may be referred to as "**Party**" singularly and "**Parties**" when addressed as jointly.

AND WHEREAS, the SUB LESSOR is entitled to sub Lease, as per clause 08 of the Owner Lease Deed, the residential apartment to the SUB LESSEE.

AND WHEREAS, at the request of the SUB LESSEE, the SUB LESSOR has agreed to allow the SUB LESSEE to use the residential apartment for residential use of **Ms. Yuka Nagao** an employee of the SUB LESSEE and his family members and Guests only. In case of **Ms. Yuka Nagao** shifting out of the Premises and SUB LESSEE willing to accommodate any other employee of it working with them, the SUB LESSEE shall notify in advance which has to be acknowledged by SUB LESSOR before moving in of such new employee. The SUB LESSEE has agreed to take the residential apartment on Lease for the residential purpose only, for the duration of **Eleven (11) Months** starting from **01st May 2024** ("**Effective date**") on the agreed terms and conditions between the parties mentioned herein below.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The agreement hereby executed by the SUB LESSOR with the SUB LESSEE for the residential apartment shall come in to effect from the Effective date i.e. **1st May 2024** and shall remain valid till **31st March 2025** unless otherwise terminated in accordance with this agreement. The tenure can be extended further on mutually agreed terms and conditions to be reduced in writing.
2. That the SUB LESSEE shall pay to the SUB LESSOR a rent of **INR 176000/- (Rupees One Lakh Seventy Six Thousand only)** for each month, to be paid Monthly on or before 07th of every month, subject to withholding of taxes as may be applicable under the law by way of Cheque /Bank Transfer. This rent is including the Society Maintenance Charges. However, in case SUB LESSEE delays the payment of rent SUB LESSEE shall be liable to pay interest at the rate of 18% for the delayed period in addition to the rent. That the SUB LESSEE shall regularly and periodically pay or cause to be paid all rates, taxes, assessments and other outgoings pertaining to the lease rent for the residential apartment such as, GST or any other tax as may be imposed upon by the authorities on the Sub Lessee, which may during the continuance of the said term be or has become payable in respect of or charges upon rent paid or payable for the residential apartment whether the same shall be imposed or assessed by the Government, Local Authorities or otherwise, and keep the SUB LESSOR indemnified at all times and



against all losses due to any action by such Government or Local Authorities, due to such non/deferred payment. Further, the SUB LESSEE shall furnish proof of payment and deposit of such taxes etc. to the SUB LESSOR quarterly. "Move in" and "Move out" charges shall be borne by SUB LESSEE in addition to the rent.

3. The rent shall be enhanced by **10%** on last paid rent on completion of the first 11 months of the present Lease agreement. Further, any revision in society/condominium charges then it shall have proportionate effect on the lease rent.
4. There shall be no lock-in period. However, SUB LESSOR may terminate this agreement by giving a notice of one month in case of default by SUB LESSEE with respect to rent Fee payment.
5. That in the event, the SUB LESSEE or the SUB LESSOR desires to vacate the residential apartment before the expiry of the term of the lease, then either party shall have the right to do so by giving to the other party **One (01)** months advance notice in writing or rent in lieu thereof.
6. If the SUB LESSEE defaults in paying monthly rent for a period of 2 (two) months in a year for any reason whatsoever, the SUB LESSOR is entitled to terminate this lease irrespective of the Term fixed herein, and to call for eviction without prejudice to the Sub Lessor's right to recover the arrears of rent from the date of the rent falling due. For the sake of clarification it is clarified that default in payment of rent as stated in the present clause shall entitle the SUB LESSOR to terminate the Lease Agreement by serving One (01) month notice to the Sub Lessee.
7. That the SUB LESSEE has already paid to the SUB LESSOR **INR 480000/-** (Rupees Four Lakh Eighty Thousand Only), as an Interest free refundable security deposit which shall be refunded to the SUB LESSEE by the SUB LESSOR on expiry of the Lease Agreement or earlier termination in accordance of this agreement within one month after handing over of the residential apartment back to SUB LESSOR.
8. Upon the expiry or earlier termination of this agreement, the SUB LESSEE shall hand over the physical possession of the residential apartment to the SUB LESSOR in a similar condition as at the time of occupation. At the time of termination of the agreement or upon its expiration, the Security Deposit made by the SUB LESSEE under this agreement shall be refunded by the SUB LESSOR to the SUB LESSEE within one month of handing over of physical possession of the residential apartment by the SUB LESSEE in the same condition in which it was handed over to the SUB LESSEE at the time of execution of the this agreement subject to adjustment of all dues towards rent, arrears of taxes electricity charges or other dues etc. and/or damages if not made good by the Sub Lessee, non-payment of Security Deposit after the due date will carry 18% pa interest till it is paid to SUB LESSEE.



- a. In the event the SUB LESSEE fails to hand over the vacant, peaceful and physical possession of the Residential apartment, on the termination or expiry of this agreement, the SUB LESSEE shall be liable to pay to the SUB LESSOR, twice the amount of rent applicable on that day calculated on daily basis for the delayed period of handing over.
 - b. However, payment of such damages and compensation shall not prejudice the rights of the SUB LESSOR to evict the SUB LESSEE from the Residential apartment after the expiry of 7 days from lawful termination or expiry of the agreement along with damages for use and occupation of the residential apartment as mentioned hereinabove.
9. That the SUB LESSEE shall not use the "residential Apartment" or any part thereof other than for residential purposes and shall use the residential apartment in accordance with the terms and conditions of the present agreement.
 10. That the SUB LESSOR undertakes that there are no Utility (electricity, water, maintenance, broadband, telephone) dues at the time of handing over the possession of the Residential apartment.
 11. The SUB LESSEE shall pay all charges for consumption of the electricity, pertaining to the residential apartment against invoices generated by SUB LESSOR or the concerned company/authority. All these charges shall be borne by the SUB LESSEE exclusive of the rent payable to Sub Lessor.
 12. That the SUB LESSEE shall permit the SUB LESSOR or any of his authorized representatives with or without workmen, upon giving one day notice, to enter upon the residential apartment at a reasonable time for inspection and to show the premises to prospective tenants during notice period.
 13. That the SUB LESSEE shall not make any structural additions or alterations in the residential apartment or layout under any circumstances whatsoever.
 14. The SUB LESSEE confirms that the SUB LESSOR shall not be responsible for any theft of personal belongings of the SUB LESSEE which SUB LESSEE has to ensure that they are kept in a safe place under lock and key.
 15. That the SUB LESSEE shall abide by all the bye laws, rules, regulations and conditions of the municipal and civic authorities and bodies and all other orders, directions and notifications issued by the said authorities governing the residential apartment or by any other body or government authority in so far as they are required to be observed by the SUB LESSOR or Owner of the Residential apartment.



16. That the SUB LESSEE shall use the "Residential apartment" in a peaceful manner and shall ensure that the same is used in a careful and responsible manner so as not to cause any damage, breakage etc. to any part of the "Residential apartment" and shall make good to the SUB LESSOR all such damage or loss as the SUB LESSOR may sustain whether the same be caused by the SUB LESSEE or its agent or servant or the SUB LESSEE's visitors to the "Residential apartment".
17. That the SUB LESSEE shall ensure that the occupant or any of the Sub Lessee's employees or representative(s) do not resort to any misconduct in or outside the Residential apartment.
18. Any notice to be given hereunder shall be in writing and in English and may be delivered by hand or sent by prepaid first class registered letter or (where subsequently confirmed by letter) by facsimile/email, addressed to the SUB LESSOR or the SUB LESSEE first mentioned above. A notice shall be deemed to have been duly served upon receipt.
19. If the whole or any part of the "Residential apartment" shall at any time during the term of this agreement or any extension thereof be destroyed or damaged due to any storm, tempest, flood, act of God or Government or any other irresistible force and the "Residential apartment" are unusable or inaccessible due to destruction or damage on account of reasons aforesaid, and if the Force Majeure conditions prevail for a period of more than 7 days, then the SUB LESSEE shall be entitled to terminate the agreement immediately, and the SUB LESSOR shall upon such termination refund the entire security deposit and all advance payments to the SUB LESSEE after adjusting its any due which may be at arrear under this agreement subject to SUB LESSEE vacating the premises.
20. SUB LESSOR shall ensure that the legal owner pays all the taxes including but not limited to house-tax, sewer tax, ground rent etc. which are hereinafter on the "Residential apartment". However, in case of any tax which is made applicable on the rent during the term of this agreement or any extensions thereof, the SUB LESSEE hereby agrees to pay the same from the date of such applicability. This clause shall survive the termination.
21. That the SUB LESSOR and SUB LESSEE represent and warrant that they are respectively fully empowered, authorized and able to get into this agreement and the SUB LESSOR will keep the SUB LESSEE free and harmless and fully indemnified against any demands, claims, actions or proceedings by any third party including owner of the residential apartment and or anyone claiming under him in respect of peaceful possession of the demised "Residential apartment".



22. That the SUB LESSEE shall not store any inflammable, hazardous, prohibited or obnoxious goods, material, things in/or at the "Residential apartment" or any part thereof.
23. The terms of this agreement shall not be altered or added to and nor shall anything be omitted from here except by means of a supplementary deed in writing duly signed by each of the parties hereto.
24. The Parties hereto agrees to share equally the cost and expenses including the stamp duty and registration charges for this agreement. Registration shall be according to the timeframe provided under law.
25. Any or all disputes or differences, arising out of or touching upon or in relation to the terms and conditions of the present agreement including the interpretation and validity thereof and the respective rights and obligations of the parties shall be referred to the Sole Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of Arbitration shall be Gurugram only. Parties shall mutually nominate and appoint the Sole Arbitrator. The decision of the Sole Arbitrator shall be final and binding upon both the parties. Costs, expenses of the Arbitration proceedings shall be borne by the parties jointly and severally. That the Courts in Gurugram, Haryana alone shall have the exclusive jurisdiction in respect of all matters or disputes or differences arising under or in connection with or in relation to this Agreement.

26. AMENDMENT / MODIFICATION

No provision of this agreement shall be changed, waived or modified, nor shall this agreement be discharged in whole or in part except by consent in writing signed by the party against whom such change, waiver, modification or discharge is claimed or sought to be enforced.

27. ENTIRE AGREEMENT

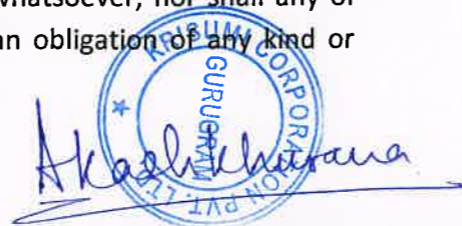
This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and to such extent supersedes all prior or contemporaneous communication or agreements including purchase orders with regard to the subject matter hereof. This Agreement cannot be modified except in writing by the parties hereto. The recitals/preamble to this Agreement shall be deemed to be a part of this Agreement.

28. INDEPENDENT CONTRACTOR

No party nor any of its employees or agents shall be deemed to be the representative agent or employee of the other party for any purpose whatsoever, nor shall any of them have any right or authority to assume or create an obligation of any kind or



Formative Rentals Pvt. Ltd.



Akash Chhanna
GURUGRAM CORPORATION PVT. LTD.



nature, express or implied, on behalf of the other, nor to accept service of any legal process addressed to or intended for any or all of the others.

29. MISCELLANEOUS

(a) Any provision of this Agreement which is rendered invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof. Should any provision of such document be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavour to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

(b) Any waiver whether express or implied by any Party of any provision of this Agreement or of any default in performing the obligations hereunder shall not constitute a continuing waiver and shall not prevent the waiving Party from subsequently enforcing any provision of this Agreement which is not waived off.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED IN DUPLICATE AT GURUGRAM ON THE DAY, MONTH AND YEAR AFORESAID AND IN THE FORM AND MANNER MENTIONED HEREIN BELOW:

SUB LESSOR	SUB LESSEE
<p>Formulative Rentals LLP through its Authorised Signatory Mr. Nikhilesh Bhowmick</p> 	<p>Krisumi Corporation Pvt Ltd. through its Authorized Signatory, Mr. Akash Khurana</p> 
WITNESS 1:	WITNESS 2: