

Non Judicial

**Indian-Non Judicial Stamp
Haryana Government**

Date : 05/04/2024

Certificate No. G0E2024D4090

GRN No. 115193167

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Formula Corporate solutions India pvt ltd
H.No/Floor : Na Sector/Ward : Na LandMark : East of kailash
City/Village : New delhi District : New delhi State : Delhi
Phone: 95*****38

Buyer / Second Party Detail

Name : Krisumi Corporation Pvt ltd
H.No/Floor : 3rdfloor Sector/Ward : 53 LandMark : Central plaza mall golf course road
City/Village: Gurugram District : Gurugram State : Haryana
Phone : 95*****38

Purpose : AGREEMENT

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

FURNITURE AND SERVICE AGREEMENT

This Agreement is made on this 5th April 2024

BETWEEN

Formula Corporate Solutions India Pvt. Ltd. having its office at **27, Community Centre, East of Kailash, New Delhi – 110065** through **Mr. Vijay Kumar Sharma** (hereinafter called the "FCS"), which expression shall unless repugnant to the context shall mean its successors and assigns of the **First Part**.

AND

Krisumi Corporation Pvt. Ltd. a company incorporated under the provisions of the Companies Act, 1956, with limited liability, having its registered office situated at **03rd Floor, Central Plaza Mall, DLF Golf Course Road, Sector 53, Gurugram, Haryana, 122001**, through **Mr. Akash Khurana** (hereinafter referred to as "CLIENT") which expression shall unless it be repugnant to the context shall mean and include its successors and assigns of the **Second Part**.



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Akash Khurana

WHEREAS, FCS is engaged in the business of renting furniture & providing various services like furnishing, upkeep and maintenance of the apartments along with other allied services

WHEREAS, Client has approached FCS and expressed their desire to take furniture on lease and HK services on the terms and conditions of the present agreement.

WHEREAS FCS has represented and assured the CLIENT that they are lawful owners and are fully authorized and empowered to lease out the Furniture and expertise in providing various services as mentioned in the attached list as annexed in SCHEDULE-II (hereinafter called "ITEMS") and SCHEDULE III (Hereafter called "SERVICES").

WHEREAS the CLIENT relying on the representations and assurances given by the FCS has agreed to enter into this Deed.

WHEREAS CLIENT is desirous of taking services & ITEMS on lease for a period of **Eleven (11) months** commencing from **19th April 2024** and shall remain valid till **18th March 2025** and therefore has approached FCS for this purpose.

NOW THIS DEED WITNESSETH AS UNDER:

That in pursuance of the above agreement and in consideration of the rental and service fee herein reserved and the covenants on the part of the CLIENT hereinafter contained, FCS, hereby agrees to give the services and ITEMS at address **W2/9H The room, Central Park-2 The Resorts, Sohna Road Gurugram, Haryana-122001, India**, on rent on the conditions and terms given below:

1. RENTAL AND SERVICE FEE:

FCS hereby agrees to give and the CLIENT hereby agrees to take the ITEMS on lease and services as mentioned in Summary Schedule 1 subject to terms, conditions and covenants as contained. This deed constitutes the full and entire agreement between the FCS and the CLIENT in connection with the rental of ITEMS and merges any and all other understandings; neither party relies on any other statement or representation made in this respect earlier. This deed can neither be cancelled nor modified except by written agreement signed by both FCS and CLIENT. The Client shall pay all taxes applicable now or any tax levied during the subsistence of this agreement. "Move in" and "Move out" charges if any shall be borne by the CLIENT.

2. PERIOD OF AGREEMENT:

This agreement shall be for a period as specified in schedule attached hereto. The deed shall become effective on the date as specified in the schedules attached



hereto. However, the Parties may mutually agree to renew the agreement herein granted for such term, as the Parties think fit and on such terms and conditions as the Parties may agree to.

3. TIME OF PAYMENT:

CLIENT agrees to make,

- (a) all due payments in advance on Monthly basis. The invoice shall be raised by FCS on the 01st week of the month and the same shall be paid by the CLIENT within 10 days of receiving the invoice. ,
- (b) pay such other charges as provided in this agreement. An amount equivalent to three months rental and service fee shall be payable as "Interest Free Security Deposit" on execution of this agreement on or before the effective date. If FCS fails to refund the Interest Free Security Deposit after 7 days of expiry or earlier termination of this Lease Agreement, FCS shall be liable to pay to the CLIENT interest at 18% per annum from the time the relevant amount becomes due.

4. NORMAL REPAIRS AND MAINTENANCE:

4.1 The maintenance of ITEMS is the responsibility of FCS so as to ensure that the same are available in good working conditions during the agreement. FCS shall carry out regular maintenance of ITEMS to ensure the working conditions of the same.

4.2 The Client undertakes to use the ITEMS with utmost care and diligence.

5. INSPECTION:

The CLIENT shall permit FCS and all (or) any person authorized by FCS at all reasonable times with prior notice to inspect, view and examine the state and condition of the ITEMS and for that purpose permit entry into the premises where these ITEMS are used or kept or lying.

6. CLIENT'S WARRANTY TO FCS:

CLIENT expressly warrants to FCS and FCS relies on the fact that CLIENT:

- (a) has read and understood this deed before it was signed;
- (b) has freely chosen to take on lease and not buy, from FCS, only after having considered other means of obtaining the use of ITEMS
- (c) will not use the ITEMS or service for further subletting
- (d) has power to enter into this agreement
- (e) shall keep the items in good condition and shall return in the same condition(normal wear & tear excepted) at the time of termination of agreement

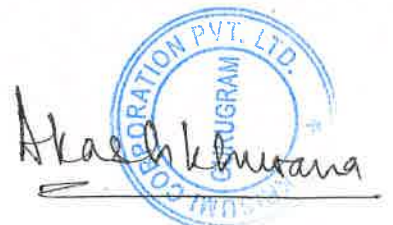


failing which the Client shall be liable to pay cost of such item at prevalent market rates besides damages.

- (f) Shall make the payments on time
- (h) Shall pay a penal interest @ 18% in case the payment is delayed beyond one week after the due date of payment.
- (i) Service Provider shall not be responsible for any theft of personal belongings of the Client which the client has to ensure that they are kept in a safe place under lock and key.
- (j) That the Client shall permit FCS 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 or to carry out repairs, etc. or for enabling the FCS to perform any of the covenants and conditions contained herein in the residential apartment, as and when necessary.

7. FCS'S WARRANTY TO CLIENT:

- I. To provide ITEMS as per "SCHEDULE -II" in perfect working condition/order.
- II. CLIENT having paid the lease rental as stated herein shall be entitled to use the ITEMS, and FCS shall be under obligation to ensure that neither FCS nor any third party in any manner interferes with this right of the CLIENT, except in accordance with the terms and conditions of this Agreement.
- III. FCS warrants that it will employ the requisite number of representatives, employees, staff, agents, and subcontractors necessary to perform the Services under the Contract and those such representatives, employees, staff, agents, and subcontractors possess the requisite skills, qualification, training, expertise and experience to perform the Services under the Contract.
- IV. FCS shall use reasonable endeavors to provide the Services, and to deliver the Deliverables to the Client, in accordance with SCHEDULE III in all respects, provided that the role of the FCS is limited to the scope of Services set out in Schedule III.
- V. FCS shall appoint a FCS's Manager who shall have authority contractually to bind the FCS on all matters relating to the Services. The FCS shall use reasonable endeavors to ensure that the same person acts as the FCS's Manager throughout the term of the Contract, but may replace him from time to time where reasonably necessary.
- VI. FCS shall use reasonable endeavors to observe all health and safety rules and regulations and any other reasonable security requirements.
- VII. FCS shall provide reports, information, records, documents etc. in formats as prescribed by Client from time to time for evaluation of services.
- VIII. FCS's personnel shall attend to the services as may be laid down and mutually agreed from time to time.
- IX. Any complaint call pertaining to maintenance services shall be attended to by FCS representative within three hours subject to restrictions or conditions



provided by the Building society or force majeure conditions. Minor faults if any shall be rectified immediately. However, major repairs shall be carried out during the day time and after assessing the exact nature of repair required. FCS shall duly intimate the same in advance to the client. If FCS's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the FCS shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

8. COVENANTS:

The CLIENT hereby covenants not to make any alteration, addition or improvement to the ITEMS or change the condition thereof without the prior written consent of FCS in writing and all such additions, improvements and attachments of any nature whatsoever, when made to the ITEMS by CLIENT (whether at its own cost or not and whether with or without the approval of FCS) shall be deemed to be part of the ITEMS and shall belong to FCS. In the event the CLIENT carries out any material or other alteration to these ITEMS without approval, which may adversely affect the life, condition or market value of these ITEMS, the Client shall, upon written demand of FCS, Client shall reimburse FCS the market price of such item prevalent at that point of time.

9. SURRENDER:

Upon expiration or termination of the agreement, the ITEMS shall be handed over to FCS without any protest or charges and the Client shall pay all the arrears, damages, costs, charges (on account of damage to ITEMS) which may be due.

10. EVENT OF DEFAULT:

An event of default shall occur hereunder if the CLIENT:

- (a) If any of the representations or warranties provided are found to be false or incorrect
- (b) Fails to pay any of the Rentals & Service Fee or part thereof or any other payments required hereunder when due and such failure continues for a period of 14 days after written notice to the CLIENT; or
- (c) Fails to perform or observe any other covenant, conditions or agreement to be performed or observed by it hereunder or in any other document furnished to FCS in connection herewith, and such failure or breach continues unremedied for a period of 14 days after written notice is sent to the CLIENT, or
- (d) Without FCS's consent, sells, transfers, parts with possession or sublets or encumbers or creates any lien on or endangers in part or full of these ITEMS.



- (e) Shall commit an act of bankruptcy or become insolvent or bankrupt or make an assignment for the benefit of creditors, or consent to the appointment of a Trustee or Receiver, or either shall be appointed for the CLIENT or for a substantial part of its property or bankruptcy, re-organization or insolvency proceedings shall be instituted by or against the CLIENT, voluntary, or otherwise; or
- (f) Shall suffer an adverse material change in the financial condition from date hereof, and as a result thereof, FCS deems itself or any of its ITEMS to be insecure; or as discussed the parameters to decide financial deterioration to be cited. i.e., accumulated losses exceed net worth etc.
- (g) Shall be in default under any other Agreement at any time executed with the FCS or has been declared to have been in default by any Bank or Financial Institution or
- (h) Does or suffers any act or thing or omits to do or suffer any act or thing whereby or in consequence of which ITEMS may be or are likely to be endangered, attached or taken in execution under any legal process or by public authority.

In case of any of the aforesaid defaults committed by the CLIENT, FCS shall have the option to terminate the lease immediately and recover all dues, damages etc.

11. EVENTS OF DEFAULT BY THE FCS AND THE REMEDIES THEREOF:

An event of default herein shall occur in case the FCS:

- (a) Doesn't maintain ITEMS as mentioned above in this agreement properly.
- (b) Shall commit an act of bankruptcy or become insolvent or bankrupt or make an assignment for the benefit of creditors, or consent to the appointment of a Trustee or Receiver, or either shall be appointed for the FCS or for a substantial part of its property or bankruptcy, re-organization or insolvency proceedings shall be instituted by or against the FCS, voluntary or otherwise;
- (c) Negligence in rendering the services and no remedial action taken within 7 days of written notice to FCS.
- (d) If any of the representations or warranties provided are found to be false or incorrect
- (e) When the Client has the information from reliable sources for blacklisting by apex agencies/regulators.

In case of any of the aforesaid defaults committed by FCS, the CLIENT shall have the option to terminate the lease immediately, without paying any further outgoings to FCS/any further obligations under this agreement.



12. TERMINATION:

Either party may terminate this lease by giving one month advance notice to the other party with or without assigning any reason but only after completion of the lock in period as mentioned in the Summary Schedule 1. In case client terminates the agreement before completion of lock in period, due to the reason other than force majeure and failure to remedy the default by FCS within 7 days despite written notice to FCS, client shall be liable to pay the future rent upto the lock in period.

13. JURISDICTION:

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 New Delhi only. FCS & Client shall have the right to 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 New Delhi, 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.

14. NOTICE:

Any notice or other communication required or otherwise to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time.

If made to FCS
For all legal notices and/or communications
Mr. V. K. Sharma
Formula Corporate Solutions India Pvt. Ltd.
27, Community Centre,
East of Kailash,
New Delhi – 110065, India

If made to CLIENT
For all legal notices and/or communications
Mr. Akash Khurana
Krisumi Corporation Pvt. Ltd.
3rd floor, central plaza mall, dlf golf course road,
Sector 53, Gurugram, Haryana, 122001




Akash Khurana

15. 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.

16. 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. The recitals/preamble to this Agreement shall be deemed to be a part of this Agreement.

17. 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 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.

18. LIMITATION OF LIABILITY:

Neither Party shall be liable to the other Party for any indirect or consequential loss or damages i.e. loss of profits, sales, business, agreements, contracts, anticipated savings, goodwill, use or corruption of software, data or information, or any incidental, punitive whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract. This however excludes any liability that may arise out of fraudulent acts or any regulatory losses, fines, expenses or other losses arising from a breach of any law or regulation

Under no circumstances, FCS's total liability to the Client shall be more than the Rental & service fees paid by the Client for a period equivalent to 15 days under this Contract (excluding reimbursable items and charges described in this Contract or the relevant Schedule).

19. FORCE MAJEURE:

a) Force Majeure Event means any circumstances not within a party's reasonable control including, without limitation:



- b) acts of God, flood, drought, earthquake or other natural disaster;
 - c) epidemic or pandemic;
 - d) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - e) nuclear, chemical or biological contamination or sonic boom;
 - f) any law or any action taken by a government or public authority, including without limitation imposing an export or import restrictions, quota or prohibition;
 - g) collapse of buildings, fire, explosion or accident;
 - h) any labour or trade dispute, strikes, industrial action or lockouts;
 - i) non-performance by suppliers or subcontractors; and
 - j) interruption or failure of utility service.
- k) If a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. In case of pandemic or epidemic, each party shall be entitled to invoke force majeure clauses to terminate the agreement, only to the extent the lease or services are affected adversely by service provider end,, by giving 30 days written notice and remaining part of agreement would continue to be in force.

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

FCS

SIGNED AND DELIVERED

By the within named FCS

Formula Corporate Solutions India Pvt. Ltd



through its Authorized Signatory
Mr. Vijay Kumar Sharma

CLIENT

SIGNED AND DELIVERED

By the within named

Krisumi Corporation Pvt Ltd.

Akash Khurana

through its Authorized Signatory
Mr. Akash Khurana

SCHEDULE- 1
RENTAL SUMMARY

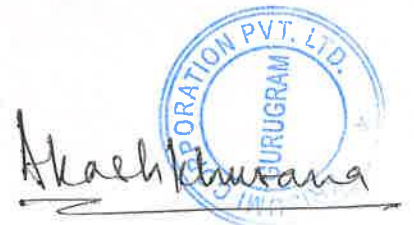
1. CLIENT	Krisumi Corporation Pvt. Ltd.
2. FCS	Formula Corporate Solutions India Pvt. Ltd
3. Type of Asset	As per attached list (SCHEDULE - II)
4. Effective Date	19 th April 2024
5. Monthly fee	Rs. 47,000/- (Rupees Forty Seven Thousand only)
6. Interest Free Refundable Security Deposit	Rs. 141,000/- (Rupee One Lakh Forty One Thousand only)
7. Tenure	11 Months.
8. Lock-in Period	10 Months.
9. Payment Terms	Payments to be in advance on monthly basis as mentioned in agreement
10. Taxes	GST will be charged extra as applicable
11. Interest on delayed payment	@ 18 % per annum for the delayed period
12. Notice Period	One month or rent in lieu of notice period after subject to lock in period.



Atash Kishwana

SCHEDULE- 2
ITEM

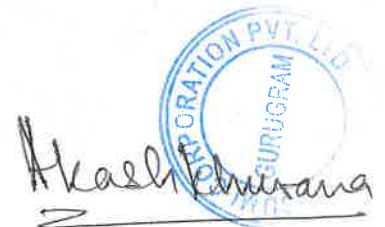
Annexure of Fixtures.Fittings :		
Area	Products	Quantity
Living	Sofa L shape 5 Seater with cushion	1
	Center Table	1
	Dining Table	1
	Dining Chairs-4	3
	Corner Chair	1
	Sofa Side Table	2
	Rug below center table	1
	Flower Vase	2
	Curtain rod with curtains	1 set
	Air conditioner	2
	Water dispenser	1
	Entrance mirror	1
	Shoe rack	1
	Ceiling Lights	9
	Ceiling Fan	2
	Corner Plant	1
	TV	1
	Cobe Lights	Available
	Sheer Curtain	
	Balcony Light	1



Bedroom	Bed with 1 side table	1
	Bed sheet	1
	Side table lamp	2
	Intercom	1
	Quilt with cover	2
	Pillow with cover	4
	Mattress	1
	Rug	1
	Ceiling Lights	8
	Air conditioner	1
	Fan	1
	Hangers	14
	Towels	2
	Wardrobe	1
	Corner Chair	1
	Curtain Rod with curtain & Sheer Curtain	1
	Cobe Lights	Available
Safety Locker	1	
Kitchen	Chimney	1
	Gas Cylinder	1
	Cooking Hob	1
	Microwave	1



	R.O	1
	Refrigerator	1
	Dishwasher	1
	Kitchen Geyser	1
	Washing Machine	1
	Spoons Big	12
	Spoons small	5
	Fork spoon	12
	Knife	1
	Plates big	2
	Plates small	2
	Bowl	2
	Water glass	6
	Tea plate	6
	Flower Vase	1
	Tea cup	6
	Electric kettle	1
	Ceiling lights	2
	Deep Freezer 200 LTR	1
	Hand Towel Hanger	1
Study	Air conditioner	1
	Wall Fan	1
	Baby Bed with Mattress	2+2
	Bed sheet	2



	Lights	4
	Curtain Blind	1
	Rug	1
	Iron	1
	Study table	1
	Study chair	1
	Study lamp	1
	Iron stand	1
	Quilt with cover	2
	Pillow with cover	2
	Cloth stand	1
	Wardrobe	1
	Book Shelf	1
	Mirror with Light	1+1
	Wall light	2
	Towel	1
	Door Mat	1
	Dustbin	1
	Geyser	1
	Wall shower	1
	Hand shower	1
	Bucket	2
	Bed/bath linen	1 sets
	Shower Mug	1
Washroom		



	Exhaust Fan	1
	Hand towel hanger	1
	Bath Towel Hanger	1
	Glass Partition for shower	1
	Soap stand	1




Akash Khurana

SCHEDULE-III

Site

W2/9H The room, Central Park-2 The Resorts, Sohna Road Gurugram, Haryana-122001

Scope of services

FCS shall provide the following Cleaning and Maintenance services for the Term of this Agreement:

INCLUSIONS			
No.	Service	Frequency	Time
1	HOUSEKEEPING, Cleaning of floor, Dusting of furniture + Fixture, Balcony + Washroom cleaning, utensils washing	5 days / week, Sunday, Saturday and National Holiday to be exempted	10 AM to 5 PM, 2-3 hrs. (as per time slot selected by the client)
2	Housekeeping materials for housekeeping		
3	Linen change	2 days /week	During housekeeping
4	Towel change	2 days / week	During housekeeping
5	Pest Control	2 times / year	During housekeeping
6	Dry Clean Curtain + Sofa	2 times / year	During housekeeping
7	1 DTH/Cable charge	Monthly	Before due date
8	AC Servicing	2 times / year	During housekeeping
9	Water Purifier Service	2 times / year	During housekeeping
10	Repair & maintenance including spares	as & when require	During housekeeping
11	Internet charge	Monthly	Before due date
12	Water dispenser with water Jar 20 Ltrs	4 bottles in the month	During housekeeping
13	English News paper	One daily	in the morning



14	Pipe/Cooking gas	Monthly	
15	English Speaking Contact Person	Support by email or call or message 24/7	
16	3-4 Extension cord		
17	Breakfast	One daily	in the morning
EXCLUSIONS			
1	Electricity usages		
2	Move-in/out Charges		
3	Club Charges		




Atash khurana