



हरियाणा HARYANA

V 685683

AGREEMENT

THIS AGREEMENT is made at Gurgaon on 01st day of November 2023.

BY AND BETWEEN

KRISUMI CORPORATION, a company incorporated under the Companies Act, 1956 and having its registered offices at 3rd Floor, Central Plaza Mall, Golf Course Road, Sector 53, Gurgaon, Haryana- 122001 (hereinafter referred to as "**Company**" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of **One Part**;

AND

Mr. Gaurav Sethi, Resident of Farm 2(B), 10 Quarter Drive, Mandi Road, Sultanpur, New Delhi 110030 (hereinafter referred to as "**Consultant**" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **Other Part**

WHEREAS

1. Consultant has approached the Company to provide the Services to the Company for which the Consultant shall be required to provide Consultancy Services ("**Services**") in accordance with the terms of this Agreement and as per the Schedule of Services attached hereto as **Annexure A**.
2. Consultant has represented and warranted to the Company that it has the requisite knowledge, expertise, technical know-how, experience of providing Services contemplated by this Agreement.

AK



Gaurav Sethi

3. The Company has agreed to appoint Mr. Gaurav Sethi, as Consultant for the Services and he has agreed to accept the appointment as a Consultant to provide the Services on the terms and conditions as hereinafter contained.

NOW THIS AGREEMENT HEREBY WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them herein below:

"**Agreement**" shall mean this Agreement and all annexure, supplements, appendices, and modifications thereof;

"**Confidential Information**" shall have the meaning given to it in Clause 6 of this Agreement.

"**Effective Date**" shall mean 01st November 2023.

"**Fees**" shall mean the payment to be made to Consultant as per the commercial terms set out in **Annexure B**. The Fees shall be inclusive of all taxes excluding GST and shall be subject to applicable statutory tax withholdings.

"**Services/“Scope of Work”**" shall mean the services provided by Consultant under this Agreement including but not limited to the services described in **Annexure A**.

"**Term**" shall mean a period starting from 01st November 2023 to 31st January 2024.

1.2 Interpretation

Save where the context otherwise requires in this Agreement:

- (a) Words importing the singular include the plural and vice versa where the context so requires.
- (b) Reference to any gender includes a reference to all other genders.
- (c) References to the words "include" or "including" shall be construed without any limitation.
- (d) The headings and titles in this Agreement are indicative shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Agreement.

2. APPOINTMENT

Subject to the terms of this Agreement, Company hereby retains Consultant in the position of service provider in respect of provision of Project Management Services and Consultant agrees to provide the Services in accordance with the terms and



conditions of this Agreement. Consultant shall begin engagement with Company and/or with the authorized representative of the Company on the Effective Date for the Term. On the expiry of the Term, the Parties may mutually decide to extend the Term by such further period and on such terms and conditions as they may agree at that point in time.

3. OBLIGATIONS OF CONSULTANT

- 3.1 Consultant undertakes to perform the Services and such other related functions, as may be assigned to Consultant by Company on an exclusive basis.
- 3.2 Consultant warrants, undertakes and agrees as following:
- (a) to render the Services to the best of skills or ability in a professional and systematic manner during the Term or extension thereof as contemplated in this Agreement;
 - (b) that Consultant shall travel to such locations and at such times as may be required for the satisfactory performance of the Services during the Term of this Agreement;
 - (c) to comply with any instructions of Company, its affiliates, employees, representatives, or other consultants engaged by Company, as may be issued to Consultant in relation to the assignments;
 - (i) to fully co-operate with Company, its affiliates, employees, representatives, consultants engaged by Company;
 - (j) to keep strictly confidential all proprietary information exchanged between Company and Consultant in the course of their negotiations and discussions;
 - (k) to comply with all applicable policies and procedures of Company
 - (l) not engage in conduct that is likely to discredit Company or harm its reputation or goodwill in any manner.

4. OBLIGATIONS OF COMPANY

- 4.1 Company warrants, undertakes and agrees:
- (a) to avail of the Services of Consultant during the Term in such manner as may be mutually agreed; and
 - (b) to pay Consultant in accordance with the terms of this Agreement.

5. PAYMENT OF FEE & REIMBURSEMENT OF EXPENSES



- 5.1 The Parties agree that the fee payable to Consultant for the Services during the Term shall be equivalent to the Fee that shall be after deduction of all taxes excluding GST and shall be subject to applicable statutory tax withholdings.
- 5.2 The Fees shall be paid to Consultant as per the payment schedule set of in *Annexure B*

6. CONFIDENTIALITY

- 6.1 The Consultant shall hold in trust any Confidential Information received by him, under this Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information and use the Confidential Information only for the purposes of this Agreement and only as permitted herein;
- 6.2 Consultant agrees that at any time during and after the Term, Consultant will not disclose or communicate any of Confidential Information to any other third party, or use or refer to any Confidential Information for any purpose, or remove materials containing any Confidential Information from Company's premises, except as necessary for him to: (i) properly perform the Services; or (ii) disclose the Confidential Information if obliged to do so by law or court order in which case Consultant shall immediately notify Company of the requirement.
- 6.3 Upon expiry of the Term, Consultant will immediately return to Company all Confidential Information in whatever form in the possession of Consultant. Consultant will not retain any copies of any Confidential Information and agrees that Consultant's obligations hereunder shall continue for a period of minimum three (3) years after the expiration or termination of this Agreement.
- 6.4 Breach of the terms of this Clause 6.3 shall be construed as a breach of the Agreement and Company shall be entitled to claim compensation for the breach from Consultant in the form of liquidated damages.

7. INVOICING AND PAYMENT

- 7.1 Consultant shall raise invoices on Company in respect of the Services provided as per Annexure [A] on the 1st day of every calendar month.
- 7.2 Company shall make payment to Consultant for the Services provided as per Annexure [B] on or before 15th day of every calendar month. The payments made to Consultant by Company shall be inclusive of Taxes (excluding GST) that may be leviable by the laws / legislations in India whether past, present or future including any such regulations having retrospect effect in respect of the Services provided.

8. TERM AND TERMINATION

- 8.1 This agreement shall be effective from 01st November 2023 to 31st January 2024, unless terminated by either party in the manner mentioned in the clause herein below.



8.2 Either Party may terminate this Agreement upon giving 30 days prior written notice to the other Party. Company may however forthwith terminate (without prejudice to any of its other rights or remedies under the Contract or in law) the whole or any part of Consultant's performance of work under this Agreement or any Scope of Work, in any one of the following circumstances:

- (i) if Consultant fails or refuses to perform the Services within the time specified in this behalf or in the manner and within the time frames agreed in this behalf or abandons the job; or
- (ii) if Consultant fails to provide adequate assurance of its ability to meet the quality standards or the time frames of a Scope of Work; or
- (iii) the Consultant, intentionally or unintentionally, disregards or violates applicable laws or applicable permits; or
- (iv) if any of the representations or warranties provided by Consultant are found to be false or incorrect; or
- (v) if Consultant breaches any other material term of this Contract.

In the event of the occurrence of any of the above, Company may, at its sole discretion terminate this agreement forthwith without any notice whatsoever.

9. QUALITY OF SERVICES:

Consultant will provide the highest quality of services and shall conduct periodic customer service surveys and analyze quality of service rendered by consultant and take definitive steps to improve the same.

10. ARBITRATION

All disputes and differences between the Parties hereto arising out of this Agreement or in relation to the interpretation or effect of any of the terms and conditions contained in this Agreement or in relation to rights and obligations of the Parties hereto shall be referred to mutually appointed arbitrator and if still not able to settle, then will go for arbitration in accordance with provisions of Arbitration and Conciliation Act 1996, or any statutory enactment thereof. The place of arbitration shall be Gurgaon and the language of arbitration shall be English.

11. GENERAL CLAUSES

11.1 *Non Subornation* - Consultant represents and warrants that no officer, director, employee of Company or immediate family member thereof ("collectively, Company, personnel") has received or will receive anything of value of any kind from Consultant or its agents in connection with this Agreement and that no Company personnel have a business relationship of any kind with Consultant or its officers.



- 11.2 *Assignment*- Neither party may assign its rights and remedies, nor transfer its obligations under this Agreement without prior written consent of the other party, except that Company may so assign to any of its affiliated or subsidiary companies without such consent. In any event, any assignment or transfer shall not operate to relieve the assigning party of any of its obligations here under, nor will any such assignment impose any obligation on the assignee except in the case of an express written assumption by the assignee.
- 11.3 *Waiver* - Failure to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future. No waiver, by either party, of any provision of this Agreement shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.
- 11.4 *Amendment* - This Agreement cannot be amended except by a written instrument duly executed by both Parties.
- 11.5 *Severability* - If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 11.6 *Disclosure/Publicity* – Consultant shall not take out any press release or do other publicity of any nature regarding this Agreement or its association with Company, without prior written approval of Company.
- 11.7 *Survival* - Any and all obligations under this Agreement which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive, including, but not limited to, those arising from the confidentiality, Intellectual Property and non-solicitation provisions of this Agreement.
- 11.8 *Force Majeure* - No failure or omission by either Party to carry out or observe or perform any of the terms and conditions of this Agreement shall give rise to any claim against such Party or be deemed a breach of this Agreement if such failure or omission arises from an act of God, act or omission of Government, war or military operations, national or local emergency, fire, lightning, explosion, flood, subsidence, inclement weather, or any other cause whether similar or dissimilar outside such Party's control.
- 11.9 *Entire Agreement*- This Agreement, including the relevant Annexes hereto represents the entire agreement between the Parties and supersedes and cancels all previous negotiations, agreements or commitments (whether written or oral) with respect to the subject matter hereof.

AK



Ganesh Saini

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

SIGNED BY)
For & on behalf of Krisumi Corporation Pvt. Ltd.)
)

Akash Khurana

Akash Khurana
Chief Executive Officer

In the presence of:

- 1.
- 2.



SIGNED BY)
For and on behalf of **Mr. Gaurav Sethi**)
)

Gaurav Sethi

In the presence of:

- 1.
- 2.

ANNEXURE A

SCOPE OF SERVICES

He will be responsible for improving efficiency in three main areas and their related activities.

1. Project timelines
2. Project Quality
3. Procurement pricing's (BOQ's)

His primary focus will be on making this processes more systematic, efficient and transparent,



ANNEXURE B

FEE / PAYMENT SCHEDULE

Company shall pay to Consultant an amount of **Rs. 750,000/- (Indian Rupees Seven Lakhs Fifty Thousand Only)** per month towards fees for provision of various Services as stated. The fees shall be inclusive of all Taxes excluding GST and shall be subject to applicable statutory tax withholdings.

