

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date . 25/10/2024

Certificate No. G0Y2024J911

G0Y2024J911

Stamp Duty Paid : ₹ 201
(Rs. Only)

GRN No. 122999930

122999930

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name. Krisumi Corporation Private limited

H.No/Floor : 11 Sector/Ward : 26

LandMark : Emaar capital tower 2

City/Village : Gurgaon District : Na

State : Haryana

Phone: 97*****05



Buyer / Second Party Detail

Name : Two ninety nine Tech marketing Private limited

H.No/Floor : E248 Sector/Ward : N/a

LandMark : Kanker

City/Village: Shardhapuri District : Meerut

State : Uttar pradesh

Phone : 97*****05

Purpose : execution of service agreement

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

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("hereinafter referred to as "**Agreement**") is made and entered at Gurugram on this October, 1st 2024.

BY AND BETWEEN:

Krisumi Corporation Private Limited, a company registered under the Indian Companies Act, 2013 having its registered office at **Unit-02, 11th Floor, Emaar Capital Tower-2, MG Road, Sector -26, Gurugram-122002 (Haryana)** (hereinafter referred to as "**Krisumi/ Client**", which term shall, unless repugnant to the contest or meaning thereof, mean and include its successor and permitted assigns of the **FIRST PART**

AND

M/s Two99 Tech Marketing Pvt Ltd. a company incorporated under the provisions of the Companies Act, 1956 having its office at E-248, Shardhapuri, Phase, li, Kanker, Khera, Meerut, Meerut, Uttar Pradesh, 250001 (hereinafter referred to as "**Two99**", which term shall, unless repugnant to the contest or meaning thereof, mean and include its successor and permitted assigns of the **OTHER PART**

"Krisumi Corporation" and "Two99" shall hereinafter be jointly referred to as the "**Parties**" and individually as a "**Party**".



Handwritten signature

WHEREAS TWO99 is a leading advertising agency engaged in the business of advertising, marketing and communications and is desirous of providing services related to website maintenance, updates & security, SEO - brand, projects, Online reputation management - brand, projects, Online reputation management - brand, projects, Lead generation & branding/display campaigns, Influencers outreach as mentioned in Clause 3.

AND WHEREAS KRISUMI is engaged in the business of construction and development of Real estate in Gurugram, and is associating, offering strategic marketing and sales strategies leading to sales under their Keystone Program and has tied up with several real estate developers in Gurgaon/NCR and is desirous of engaging the services of Two99 for Krisumi Corporation having its ongoing project Krisumi City- which is India's first Indo- Japanese residential venture ("**Project**") on the terms and conditions as mentioned hereinafter.

NOW THEREFORE, this AGREEMENT is hereby entered on the following terms and conditions mutually agreed upon between both the parties:

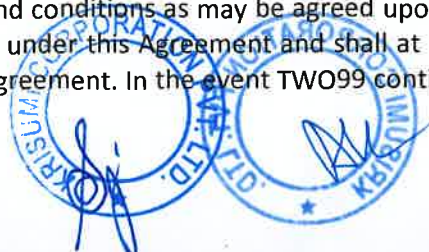
1. DEFINITIONS:

Unless the context otherwise requires, the following terms shall have the following meanings.

- 1.1 "**Agreement**" means this agreement and any and all amendments, addendums, schedules, appendices, annexures, and exhibits attached to it or incorporated in it by reference from time to time.
- 1.2 "**Charges / Fees**" means the fees and charges payable by **KRISUMI** to Two99 as more particularly mentioned in **Clause 3** below
- 1.3 "**Force Majeure Event**" shall mean any event beyond the control of the Parties including without any limitation to change in applicable law; earthquake; fire; heavy rains; flood; storm; cyclone; war; explosion; terrorist attack; sabotage; riots; civil disturbance/commotion; strike; bandhs; labour unrest; extreme weather conditions; an epidemic or pandemic; any other natural calamity; demonetization; electricity outages; reduction or outage in water supply; change in statutory laws, policies or guidelines; order of a court, tribunal, or other judicial or quasi-judicial body or any other statutory authority, or any other events recognized as force majeure under the Disaster Management Act, 2005, or similar legislation.

2. APPOINTMENT OF Two99 :

- 2.1 Subject to the terms and conditions hereinafter contained and in consideration of the payment of the charges set out in Clause 3, **KRISUMI CORPORATION PRIVATE LIMITED** has appointed Two99 with effect from **01.10.2024** and Two99 has accepted such appointment for providing the Services mentioned in 'Clause 3' or may be modified in writing from time to time.
- 2.2 TWO99 hereby agrees to provide services in a manner which is suitable for and based on instructions issued by the Krisumi from time to time. TWO99 shall ensure that the services are provided in accordance with the applicable laws and regulations and shall be executed with reasonable duty of care.
- 2.3 The term to this Agreement shall be for a minimum period of **12 months** from **-01-10-2024 to 30-09-2025** . This Agreement may be renewed by mutual consent of both the Parties on such terms and conditions as may be agreed upon. Parties shall be obliged to perform the obligations under this Agreement and shall at all times abide by the terms and conditions of this Agreement. In the event TWO99 continues to provide the services



upon termination of the aforesaid period, the term of the Agreement shall be deemed to be extended by the Parties and all clauses of this Agreement shall continue to apply *mutatis mutandis*.

3. SCOPE OF TWO99 SERVICES:

All Services agreed to be provided hereunder shall be rendered in accordance with the scope. Any requests beyond this scope agreed at this clause 3. The Client may however request TWO99 to provide such additional services as maybe required from time to time for such additional consideration and on such terms as maybe mutually agreed between the Parties.



Activities Header	Skills Deployed	Monthly Commercials (INR, taxes extra)
Website maintenance, updates & security	Content update Cybersecurity best practices Server management SSL management Backup and restoration procedures Performance optimization	45,000
SEO - brand, projects	Keyword research & optimization On-page & off-page SEO techniques Technical SEO (site structure XML sitemaps, robots.txt, etc.) SEO tools (Google Search Console Ahrefs, SEMrush, etc.) Content strategy and copywriting Backlink strategy and outreach Data analysis (Google Analytics, Google Tag Manager) Mobile SEO optimization Local SEO tactics Competitive analysis	1,25,000
Online reputation management - brand, projects	Social media monitoring (Hootsuite, Sprout Social, etc.) Crisis management strategies Content creation and distribution (blogs, press releases, etc.) Review management (Google My Business, Yelp, etc.) SEO integration with ORM strategies Monitoring brand mentions	1,40,000 Any third party expense like tool, influencer fee will be billed in advance and is not part of the quotation. Also, any extra work (not in SOW) will be billed at the rate of 1100 INR/hour.
Lead generation & branding/display campaigns	Digital advertising platforms (Google Ads, Facebook Ads, LinkedIn Ads, etc.) PPC (Pay-per-click) strategies A/B testing for campaign optimization Analytics tools (Google Analytics, Facebook Insights, etc.) Landing page design and conversion optimization Audience segmentation and targeting Retargeting techniques Creative design skills (banners, ads)	8% OR 1,00,000 <whichever is higher>



Influencers outreach	Influencer marketing platforms (BuzzSumo, Upfluence, etc.) Negotiation and collaboration skills Social media platforms expertise (Instagram, TikTok, YouTube, etc.) Relationship management Contract and compliance management Content creation and collaboration strategies Analytics and ROI measurement for influencer campaigns Audience demographics understanding Brand alignment and message consistency	12% OR 1,00,000 <whichever is higher>
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Out of Scope (OOS) Services

- **Video Content Creation, Editing, Illustration, Animation, and After Effects Work:** These services are available but will be charged separately as per agreed rates.
- **Live Event Coverage:** Including live streaming, live tweets, and offline events, to be charged based on specific requirements.
- **Third-Party Tools and Collaborations:** Charges will apply based on the cost of products or collaborations required.
- **Web Development:** New coding, modification of codes, new page development, API integration, and platform integration will be charged separately.
- **Additional Content Creation:** Extra blog writing, website content writing, or editing beyond the specified scope will incur additional charges.
- **Website/App Content Development and Maintenance:** Custom quotes will be provided based on project specifics.
- **Celebrity and Influencer Content:** Costs included with a 15% agency commission.

4. TWO99 Responsibilities

4.1. Shall deploy a mutually agreed number of employees as may be required for the successful delivery of Services.

4.2. Shall exercise a duty of care in the delivery of Services, ensuring that all actions and decisions are undertaken with the highest standard of professionalism and diligence, and in accordance with applicable laws and regulations.

4.3. shall perform the services in a timely manner, adhering to the agreed-upon timelines and milestones.

4.4. shall comply with all reasonable instructions and directives provided by the Client in relation to the performance of the Services.

4.5. Shall revise and edit the deliverables as may be required by the Client. TWO99 shall undertake such revisions to meet the Client's specifications and expectations.



4.6. Shall comply with all applicable laws and regulations relevant to the performance of the Services.

4.7. shall not pass any third-party liability to Krisumi. TWO99 shall retain full responsibility for any claims, damages, or liabilities arising from its actions or omissions in the performance of the Services, and shall indemnify the Client against any such claims.

5. Client Responsibilities

To ensure a smooth workflow, it is agreed that the Client shall provide the following information/ data which is critical to the performance of the Services by TWO99 :

- Access to relevant brand assets (Broucher, images, shoot, footage etc) in respect of the Services.
Timely feedback within 3 working days and approvals on creative and content drafts.
- Access to social media and other necessary platforms for management purposes.

6. CONSIDERATION AND CHARGES:

6.1 In consideration of the TWO99's performance of its obligations under this Agreement, **KRISUMI** shall pay as per clause 3 at monthly frequency (exclusive of GST) to TWO99 as Service fees subject to deduction of applicable tax at source (TDS).

GST shall be paid extra as per applicable rates at the time of billing to **KRISUMI CORPORATION PRIVATE LIMITED**. TWO99 shall charge Goods and Services Tax (GST) to Krisumi in accordance with applicable laws. TWO99 shall deposit the collected GST with the relevant governmental authorities and ensure that all necessary filings are made to enable Krisumi to claim any available tax credits

TWO99 shall raise invoices for monthly fee during the 1st week of the month and (**KRISUMI CORPORATION PRIVATE LIMITED**) shall be liable to pay the said amounts within a period of 30 (days) days from the date of receipt of the invoice.

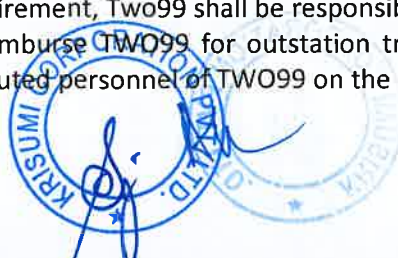
6.2 All out of pocket expenses/ third party costs like image finishing, website/app coding changes, html-isation of mailers, paid content, research, photography, film production, social media tools etc wherever applicable and incurred with prior consent of Krisumi and/ or its representatives shall be reimbursed to Two99 at actuals upon billing in this regard.

6.3 All third party expenses, if any related with this Agreement, shall be incurred by the TWO99 after taking prior written consent from (**KRISUMI**). The bills of such third parties may be routed to KRISUMI through TWO99 and shall be settled by Two99 to third parties. No third party liability shall be passed on to the Client by Two99 in this regard.

6.4 Expenses towards production, research, photography, images, language translation, system charges, special colour prints etc., if any, incurred with prior written consent of (**KRISUMI**), shall be separately reimbursed to TWO99 as per third party charges on the submission of relevant bill with supporting, if any. TWO99 will be charging 10% supervision fee on such third party activities.

6.5 In case of Digital Marketing/Lead generation Vendor is added to improve leads- number and quality as per requirement, Two99 shall be responsible.

6.6 **KRISUMI** shall also reimburse TWO99 for outstation travel (including hotel expenses) undertaken by the deputed personnel of TWO99 on the specific assignments agreed and



written between TWO99 and (**KRISUMI**), provided all such expenses have been pre-approved by **KRISUMI** in writing. The re-imbusement shall be made on the submission of relevant documents and proofs of expenses (including invoices, tickets, etc.) as required by Krisumi.

- 6.7 TWO99 acknowledges and confirms that the fee agreed in clause 6.1 above shall not be revised/increased for any reasons without mutual agreement of the Parties in writing.

7. MODE OF PAYMENT:

For digital Marketing/lead generation marketing the mode of payment shall be advance before the start of the campaign.

8. COMPLIANCE:

8.1 TWO99 shall ensure compliance with applicable laws and shall carry out all activities as stipulated in the Agreement in accordance with the applicable laws and rules and regulations notified in respect of the business activities of Two99.

8.2 TWO99 shall conceptualize, and create design and/or prepare layouts plan etc. as per applicable laws, regulation, government policy, order or guideline and TWO99 shall abide by such restriction or prohibition thereof.

9. TWO99 'S REPRESENTATIONS :

9.1 TWO99 represents that it has the full right and /or authority to offer the Services as mentioned in clause 3 of the agreement and that it shall observe and comply with the applicable laws and regulations .

9.2 it has the requisite experience and capability for the performance of its obligations under this Agreement and the Services shall be performed in a professional and competent manner;

9.3 it possesses the necessary skills, personnel, resources, expertise, ability and financial capability to undertake and fulfill its obligations under this Agreement;

9.4 it holds valid and subsisting licenses, registrations, approvals and consents as may be required for conducting its business and performing its obligations under this Agreement.

9.5 it is not insolvent and that it is able to meet its financial obligations as they become due.

10. TWO99 hereby undertakes and agrees:

- a) Not to represent or hold itself out as an agent or representative of **KRISUMI**.
- b) Not to pledge the credit of **KRISUMI** in any way.
- c) Not to make any representations to media/individuals or any third party or to give any warranties which may require **KRISUMI** to undertake to or be liable for, whether directly or indirectly, any obligation and/ or responsibility to individuals or any third party.
- d) To bear and be responsible for the payment of all sales, service and or other relevant taxes due and or payable for any activity, services or for any other expenses incurred in this regard. **KRISUMI** shall reimburse such Taxes to TWO99 on presentation of actual proof.
- e) It shall have no authority to enter into any contracts on behalf of **KRISUMI**.

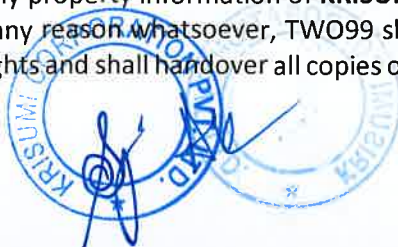


11. CONFIDENTIALITY:

- 11.1 All the information/know how shared by the parties to one another should not be disclosed by either party to any third party without prior written consent from **KRISUMI**. This obligation shall remain in force even after expiry/termination of this contract. However, this obligation would not apply to information already in the public domain. TWO99 shall return to **KRISUMI** all confidential information transmitted to them through any media and all copies thereof on the completion of this contract or earlier termination thereof. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of any confidential information / materials and that the parties shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper.
- 11.2 TWO99 shall not disclose any of the information treated as CONFIDENTIAL that it may get during the existence and while performing its obligation under this Agreement to any third person/party.
- 11.3 "Confidential Information" for the above purpose shall include all drawings, electronic documents, written or oral data or other tangible or intangible information which are disclosed to TWO99 by KRISUMI and whether marked or not marked as "secrecy", "secret", top-secret", or "proprietary". .
- 11.4 Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that Confidential Information shall not include any information that:
- a. Is or becomes publicly available without breach of this Agreement.
 - b. Was within the Public Domain prior to the disclosure of Confidential Information to the Recipient by the Discloser or comes in the Public Domain by the Discloser itself.
 - c. Receiving party hereto lawfully receives without any obligation of confidentiality from a third party.
 - d. Is required to be disclosed by applicable laws. .
- 11.5 In consideration of the disclosure and release of the Confidential Information by or on behalf of KRISUMI to TWO99, TWO99 shall hold and keep in strictest confidence any and all such confidential information.

12 INTELLECTUAL PROPERTY RIGHT/OWNERSHIP:

- 12.1 All ideas, packaging and communications designs, drawings, art works etc. provided to TWO99 or developed/created by TWO99 or acquired/ developed to fulfill the provisions of this Agreement are/will be the sole property of **KRISUMI**. TWO99 shall hold the same in trust and shall be trustee to all such artwork/designs, drawings, layout, technical graphic/graphic, etc. which shall be handed over to **KRISUMI** without any demur as and when demanded by **KRISUMI and/or upon termination of this Agreement**. The designs, drawings including iterations are the original work of TWO99 and are not copy of any third party intellectual property. In any case, same shall be fully and finally handed over to **KRISUMI** at the time of expiry or early termination of this Agreement. The copyright rights on art work and other original works, design, drawings and trade mark etc. shall always be the exclusive property of **KRISUMI**.
- 12.2 All brand names, trademark, logo, device, label design are the exclusive property of **KRISUMI** and cannot in any circumstances be used by TWO99 unless specifically authorized in writing by **KRISUMI**. TWO99 acknowledges that **KRISUMI** is the owner of all Intellectual Property Rights developed under this project and that **KRISUMI** has the exclusive right to use all intellectual property rights, This Agreement is not to be construed as a license to use any property information of **KRISUMI** to TWO99. Upon termination of this Agreement for any reason whatsoever, TWO99 shall immediately cease any and all use of proprietary rights and shall handover all copies of materials, deliverables or finished



products in hard as well as soft version to **KRISUMI**. **KRISUMI** shall have all rights to apply, use and register trade mark, copyright, design of Merchandizing material as it may so deem fit.

13 LIMITATION OF LIABILITY:

- 13.1 Notwithstanding the generality of this clause above, **KRISUMI** shall not in any event, regardless of the form of claim be liable for indirect, punitive, incidental or consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in the provision of Services.

14. INDEMNIFICATION:

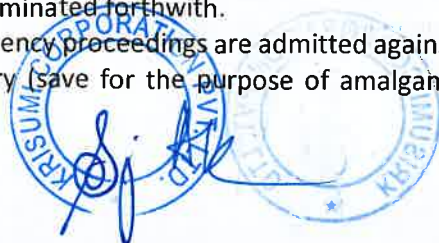
- 14.1 " TWO99 " (the "Indemnifying Party") shall indemnify, defend and hold harmless "Krisumi Corporation" and its officers, directors, agents, affiliates, subcontractors and employees (the "Indemnified Party") from any and all claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees ("Liabilities") – arising out of or in connection with (i) the gross negligence, willful misconduct, recklessness or other intentional tortious acts or omissions committed by TWO99; (ii) any breach of terms of this Agreement (iii) breach of confidentiality obligations (iv) any third party liability or threatened liability against Krisumi on account of failure by Two99 to fulfil its obligations.

15 FORCE MAJEURE

- 15.1 Neither party shall be liable to the other party for non-performance or delay in performance of any of its obligations under this Agreement due to causes reasonably beyond its control. Upon the occurrence of such Force Majeure Event, the affected party shall immediately inform the other party of such Force Majeure Event restricting performance of its obligations and in case of estimated/ foreseeable timelines for deferring such performance, the period of suspension of the Agreement upon such cause being removed, the Parties shall perform their obligations with utmost promptness.
- 15.2 If either Party is unable to perform any of its obligations arising of this Agreement due to force majeure this Agreement may be terminated with immediate effect except of rights in respect of obligations performed prior to Force Majeure Event being notified. In such instance neither party shall be entitled for any compensation or damages.

16. TERMINATION:

- 16.1 Either Party shall have a right to terminate the Agreement by giving **One (1) month written notice** to the other Party with/without assigning any reason.
- 16.2 This Agreement shall stand terminated forthwith upon occurrence of any of the following events:
- a) If the any Party commits any breach of any of the terms and conditions of this Agreement, subject to a cure period of 30 days being provided to cure/ remedy such defect/ default. If the breach is not cured within the said cure period, or if the breach cannot be reasonably cured within that time frame, this Agreement shall be terminated forthwith.
 - b) If any insolvency proceedings are admitted against any Party whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction) or the



other party makes an arrangement with its creditors to settle debts or has a Resolution Professional appointed by NCLT in terms of the applicable laws in respect of all or any part of its business.

- c) or any party ceases to carry on any part of its business or threatens to do any of these things.

16.3 Without prejudice to the foregoing, the Krisumi Corporation shall be entitled to terminate this Agreement forthwith and without assigning any reason for cause if Krisumi Corporation has reasons to believe that TWO99 has engaged in any of the following act/conduct:

- (i) disregard of Krisumi Corporation's instructions, policies, regulations or procedures, or
- (ii) gross misconduct, negligence, or
- (iii) insolvency/bankruptcy proceedings have been initiated against TWO99; and / or
- (iv) TWO99 and / or its proprietor have been accused in any criminal proceedings, declared to be a proclaimed offender or found to be in violation of applicable laws in performance of their business activities.
- (v) TWO99 is unable to perform the Services agreed hereunder.

16.4 A Party's right to terminate this Agreement under Clause 16.1 16.2 and 16.3 above shall be in addition to any other rights or remedies that such Party may have at law or in equity as a result of the other Party's breach of this Agreement.

16.5 In the event that this Agreement is terminated , TWO99 shall forthwith return all the products, designs, technical graphic/graphic, layout, pamphlets, artwork, any other original work, hoarding and or any items/documents supplied by **KRISUMI CORPORATION PRIVATE LIMITED**. The termination of this Agreement shall not discharge, affect or otherwise modify the right and obligations of the Parties established or incurred prior to the termination hereof.

17. GOVERNING LAW AND JURISDICTION

17.1 The construction, validity and performance of this Agreement shall be governed in all respects by the laws of India. The Parties hereby submit to the exclusive jurisdiction of the Courts at Gurgaon in India.

18 DISPUTERESOLUTION:

In case of any dispute or difference arising out of or in connection with this Agreement, the Parties shall endeavour to settle the same amicably. In the event the said dispute cannot be settled amicably within 30 (thirty) days of such dispute having arisen, then the matter shall be referred to arbitration before a sole arbitrator appointed by the Parties mutually. The decision of the arbitrator shall be final and binding on the Parties and the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996, as amended. The arbitration proceedings shall be held in Gurgaon and the seat of arbitration shall be Gurgaon.

19 GENERAL

19.1 **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto.

19.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior undertakings, agreements, representations and warranties.



19.3 **Severability:** If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted here from with effect from the date of such agreement or decision or such earlier date as the parties may agree.

19.4 **Waiver:** A failure by any Party hereto to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

19.5 **Notice:** With regards to the notice which is sent pursuant hereto or any performance arising here from, all such notice shall be sent to the following addresses, or other address which the Parties may notify each other to the extent required, by prepaid registered airmail. Provided however that notice shall if sent by a letter, be deemed to be delivered at the time when received by the addressee or seven (7) business days after the posting, whichever date comes earlier.

(i) To **Krisumi Corporation Private Limited**
Unit-02, 11th Floor, Emaar Capital Tower-2, MG Road, Sector -26,
Gurugram- 122002 (Haryana) Kind Attn: :

(ii) To: **Two99 Tech Marketing Pvt. Ltd.**
Address: E-248, Shardhapuri, Phase, li, Kanker, Khera, Meerut, Uttar
Pradesh, 250001
Attention: Mr. Agam Chaudhary
E mail agam.chaudhary@two99.org

19.6 **Assignment:** TWO99 shall not assign any rights and obligations contained herein to any person without prior written consent of Krisumi Corporation. Krisumi Corporation shall however have the right to assign this Agreement in accordance with Applicable Laws and with necessary intimation to TWO99.


19.7 **Survival:** Clauses 11, 12, 13 and 19 shall survive termination of this Agreement.


IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS AGREEMENT, IN DUPLICATE THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

Signed for and on behalf of

Krisumi Corporation Private Limited
by its authorised signatory

in the presence of:

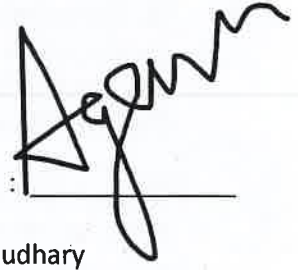
Signature : 
Name : AGOMANI SENGUPTA
Designation : AGM.

Signature : 
Name : SHALINI JHA
Designation : VP MARKETING

Signed for and on behalf of

M/s Two99 Tech Marketing Pvt. Ltd. Name
by its authorised signatory

Signature



: Mr. Agam Chaudhary
Designation : Director

in the presence of:

Signature : _____
Name : _____
Designation : _____

