



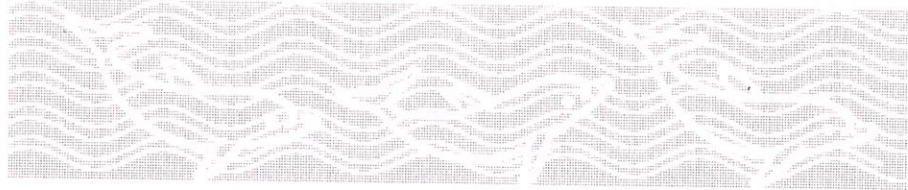
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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL29614863357411T  
Certificate Issued Date : 27-Sep-2021 06:03 PM  
Account Reference : IMPACC (IV)/ dl814603/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL81460354984266368500T  
Purchased by : SEEMA SETHI  
Description of Document : Article 35(ii) Lease with security upto 5 years  
Property Description : 2(a) Kartik Farms, 10 Quarter Drive, Khasra Number 597 min (4-4), 593 min (1-2), 594 min (0-4) and 596 min (0-10) village Sultanpur, Tehsil Hauz Khas, New Delhi 110030  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : SEEMA SETHI  
Second Party : KRISUMI CORPORATION PRIVATE LIMITED  
Stamp Duty Paid By : SEEMA SETHI  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



.....Please write or type below this line.....

For KRISUMI CORPORATION PVT. LTD.

*Alcah Khurana*

Authorised Signatory

*Seema Sethi*

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## LEASE DEED

This deed of Lease is made on this 27<sup>th</sup> day of September 2021 between **Mrs. SEEMA SETHI** (PAN No. ACEPS4846E) W/O Late Dinesh Sethi, resident of Farm No 2(B), 10 Quarter Drive, Kh No 597, Sultanpur, New Delhi 110030, and herein referred to as the **"THE LESSOR"** (which expression shall include her legal heirs, executors, administrators, assignees and legal representatives)

AND

**M/s. KRISUMI CORPORATION PRIVATE LIMITED** PAN NO. AAECV0565A having his permanent address at 3RD FLOOR, CENTRAL PLAZA MALL, DLF GOLF COURSE ROAD, SECTOR 53, Gurgaon, Haryana, 122001, hereinafter referred to as **"THE LESSEE"** (which expression shall include his legal heirs, successors, assignees and legal representatives) of the second part.

WHEREAS the Lessors are the absolute owners of the premises being Farm No. 2(a) Kartik Farms, 10 Quarter Drive, Khasra Number 597 min (4-4), 593 min (1-2), 594 min (0-4) and 596 min (0-10) village Sultanpur, Tehsil Hauz Khas, New Delhi 110030, consisting of 5 bedrooms with attached bath, Drawing room, Kitchen, Lounge in the main building measuring 9000 sq ft. 3 Servant Quarters with bathrooms, Swimming Pool, Landscaped Garden, Generator Backup (65 KVA) Home, office area with 3 rooms and 2 bathrooms also built on this premises (hereinafter referred to as **"THE SAID PROPERTY"**)

AND WHEREAS the Lessee has approached the Lessors for letting out the said property for the exclusive residence of his family and him, and the Lessors have agreed to let out the said Property, for the purpose of such residence for a lease period as defined below.

### NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

#### GRANT OF LEASE AND TERM:

**1. Lease.** In consideration of the rent hereinafter specified and of the covenants and conditions hereinafter contained and on the part of the Lessee to be paid, observed and performed, the Lessor hereby lease to the Lessee the Said Property in accordance with the terms of this Deed.

**2. Term.** The Parties agree that this Lease shall commence from [01.10.2021] (**"LEASE COMMENCEMENT DATE"**) for a period of [4 (FOUR) years] (**"LEASE DURATION"**) from the said date and unless renewed, shall expire on [30.09.2025].

**3. Lock-In Period.** The lease of the Said Property shall be for the period mentioned herein above with a Lock-In Period of [12 (Twelve) months] starting from the Lease Commencement Date, during which period neither

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party Unilaterally shall have the right to terminate this Deed ("LOCK-IN PERIOD"). The Parties agree that during the Lock-In Period this lease can only be terminated by mutual consent of both parties. However, the Parties further agree, that the Lock-In Period notwithstanding, in the event of a Fundamental Breach of the terms of this Lease, as defined in this Lease herein below, it shall be at the option of the Lessor to terminate the Lease.

**4. Notice during Lock-In Period.** Notwithstanding anything contained herein, it is hereby agreed between the Parties that during the Lock-In period both Parties shall be entitled to terminate this lease deed for any reason whatsoever by giving [3 (three) months'] notice to be served only after the completion of the first 9 (nine) months of the Lease Duration, such that the Lock-In period is completed. For the purpose of clarity, if the Lessee chooses to terminate in such manner, it can opt to do so by paying rent for the notice period in lieu of the notice period.

**5. Renewal.** The Parties agree that at the end of the Lease Duration, this Lease may be renewed on such terms and conditions as mutually agreed upon by way of execution and registration of a fresh Lease Deed and on such escalated rent as is mutually agreeable to the parties.

**RENT:**

**6. Rent.** The Lessee agrees to pay the Lessor the sum of Rs. [6,25,000/-] (Rupees [Six Lakhs Twenty Five Thousand] Only) as rent per month (exclusive of maintenance charges etc.) ("Rent"). In case the rental payments are subject to T.D.S. deductions as per applicable law, the Lessee undertakes to deduct such tax and submit the same to the appropriate authority and provide T.D.S. certificate to the Lessors regarding the same. The maintenance charges may be directly payable to the service provider(s).

**7. Escalation.** The Rent shall remain fixed at the above amount for the first [12 (twelve) months] of the Lease Duration, subsequent to which the Rent shall be as follows

Rent from 1-10-2022 - 30-09-2024 will be Rs. 6,87,500/- (Six Lakhs Eighty Seven Thousand Five Hundred Only)

Rent from 1-10-2024 - 30-09-2025 will be Rs. 7,56,250/- (Seven Lakhs Fifty Six Thousand Two Hundred and Fifty Only)

**8. Payment Schedule.** The rent will be payable [3 (three) months] in advance to the Lessors in the following stipulated shares by the seventh day of each three month period ("DUE DATE") starting from the Lease Commencement Date. In the case of death of the Lessor during the period of tenancy, the diversion of payment of the deceased to the appropriate heirs will be intimated to the Lessee by the appropriate heir. The Lessee would be bound to accept any such request for change in payment of the rent conveyed in writing by the heir, subject to the amount not exceeding the rent agreed herein. It is also agreed that any change in

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the mode of payment of rent would not affect the validity of this lease. Any such change should be intimated by the Heir to the Lessee in writing.

**9. Delay.** Any delay in the payment of Rent beyond the Due Date shall attract interest at the rate of eighteen percent (18%) per annum, from the Due Date until the date on which it is actually paid. If there is a delay in payment of any part of the advance rent for a period greater than thirty (30) days beyond the applicable Due Date, the Lessors shall send a notice in writing giving the Lessee fifteen (15) days' time to pay the overdue rent, the failure of which shall be deemed to be a fundamental breach by the Lessee.

**10. Mode of Payment of Rent:** The Rent, as well as any other payments due to the Lessor under this Deed, shall be paid by the Lessee by way of 'at par'/account payee cheques, or Demand Drafts issued in favour of the Lessor, or by way of direct electronic transfer to the Lessors' bank account(s), details of which shall be intimated to the Lessee upon request.

**11. Taxes.** Notwithstanding the above, all amounts payable to the Lessor under this Lease Deed are exclusive of any service tax; value added tax or any other tax of similar nature, that may be in existence or that may come to be in existence in the future, the liability of which shall be borne by the Lessee. If there is any tax deduction required to be made in accordance with the Indian Income-tax Act, 1961, from such amounts due to the Lessor, then the Lessee will make appropriate payments and returns in respect of such taxes and provide the tax deduction certificates, for making such deductions, to the Lessor within the time prescribed under the Income Tax Rules, 1962 as amended from time to time.

#### **SECURITY DEPOSIT:**

**12. Period.** The Lessee shall pay to the Lessors an interest free refundable security deposit, equivalent to [3 (three) months' rent], amounting to a total sum of Rs. [18,75,000/-] (Rupees [Eighteen Lakhs Seventy Five Thousand] Only); ("SECURITY DEPOSIT") for the lease of the Said Property, payable on or before the Execution of this Deed.

**13. Deductions.** The refund of the Security Deposit would be subject to the Lessor being entitled to deduct from the security deposit any dues payable by the Lessee such as arrears of Rent, maintenance charges, utility charges, electricity costs and costs of repairing damage caused to the Said Property due to any act/omission/negligence of the Lessee or any other amount due from the Lessee.

**14. Time of refund.** The Security Deposit shall be refunded by the Lessor to the Lessee after the Lessee hands over physical, vacant and peaceful possession of the Said Property back to the Lessors due to the expiry of the lease either by efflux of time or on the early termination of the lease. For this purpose, the Lessee shall allow the Lessor and/or their representatives to inspect the Said property at least 15 days before the intended date of handover of premises.

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The Lessor shall, within 5 days of such inspection, communicate to the Lessee if there are any Deductions to be made to the security deposit. Thereafter, it shall be at the option of the Lessee to do any of the following:

- a) The Lessee may communicate to the Lessor that it is agreeable to such amounts being deducted from the security deposit; or
- b) The Lessee may choose to rectify the cause of such Deductions itself, such as by getting repairs done to the property through competent technicians at its own cost, paying any overdue utility bills etc. directly etc.; or
- c) The Lessee may pay the amount of such Deductions directly to the Lessor. Upon the Lessee complying with the above, the Lessors shall forthwith refund [2(two) months'] security deposit to the Lessee at the time that the Lessee hands over physical, vacant and peaceful possession of the Said Property back to the Lessor. The remaining [1 (one) months'] security deposit shall be retained by the Lessors as there would be some utility bills, maintenance charges etc. that may only be raised by the concerned service provider after such handover. This remaining 1 months' security deposit shall be forthwith refunded by the Lessor to the Lessee when all utility bills etc. have been paid by the Lessee, at the failure of which the Lessor shall be entitled to deduct the amount of such utility bills, maintenance etc. and refund the balance of the security deposit to the Lessee. The refund of this remaining amount shall be positively done by the Lessor positively within 2 months of the termination of the lease or when all such utility bills etc. have been paid, whichever is earlier.

15. The Lessee shall not be entitled to adjust any unpaid/ overdue advance rent against the Security Deposit unless it receives the prior written consent from the Lessor to do so.

#### MAINTENANCE OF THE SAID PROPERTY:

16. **Fittings/ Fixtures etc.** The Lessor has provided such facilities, fittings, fixtures and appliances along with the Said Property, inter alia as have been itemized in 'SCHEDULE A' which forms part of this agreement. The Lessee undertakes to not install any other fixtures, machinery etc. which would require installation to the wall, floor or ceiling of the premises, or would require any kind of construction or alteration, or would otherwise affect the look of the external façade of the building, without written consent of the Lessors, with the exception of painting, pictures, mirrors, TVs etc. and other such minor items as are reasonably used in a residential household. Any such installation would be subject to the condition that the Lessee will restore the premises to its original condition at the time of vacating of the premises, subject to normal wear and tear. The Lessee undertakes that no damage would be caused to the fixtures, fittings and appliances given along with the property and the same would be returned in good shape, reasonable wear and tear excepted, back to the Lessor at the same time as the Lease is terminated and the physical, peaceful and vacant possession of the premises is handed over back to the Lessor. While the day to day

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functioning, maintenance, minor repairs of the fittings, fixtures and appliances would be the responsibility of the Lessee to be done through competent servicemen / technicians, any major repair / replacement will be the responsibility of the Lessor.

**17. Maintenance and Minor Repairs.** That the cleanliness, upkeep and maintenance of the property and common areas as well as the day-to-day minor repairs will be done by the Lessee at their own cost. Having regard to the high quality of building materials and fittings, should any portion of the said Property or any fixtures thereupon require repair / replacement, the Lessee undertakes to do so with material / fixtures of comparable or better quality. For the purpose of this clause, "**MINOR REPAIRS**" shall include (but not be limited to) aspects like leaky faucets, faulty electrical sockets, broken door locks, repair/replacement of lightbulbs/ holders, air-conditioner servicing, pressure pump maintenance etc. In addition, the Said property is being provided by the Lessors in a freshly painted condition to the Lessee, and the Lessee undertakes to maintain the same in good condition, and if the property shall require painting (either partial or full) at the time of handover at the termination of the lease, the same shall be the responsibility of the Lessee to carry out at its own expense to the satisfaction of the Lessor.

**18. Major Repairs.** The Parties agree that any major repairs required shall be got done by the Lessor at their own cost after receipt of the due notice from the Lessee. In the interest of early and competent repairs, the Lessor may allow the Lessee to carry out the repairs through a party of its choice at the Lessors' cost, subject to the Lessors reserving the right to supervise and inspect such repairs including while work is in progress. However, if such repairs are required on account of damage caused due to willful doings or neglect on part of the Lessee, such repairs would be carried out by the Lessor but the cost of which would be entirely recoverable by the Lessors from the Lessee who hereby agrees to pay the full amount within fifteen (15) days from written notice of the same. It is further agreed that any repairs made by the Lessee would be duly communicated to the Lessors preferably in advance, and the Lessors reserve the right to supervise / inspect such repair. For the purpose of this clause, "**MAJOR REPAIRS**" shall include (but not be limited to) aspects like structural failure of a wall, internal water pipe bursts, replacement/ repair of overhead water tanks, replacement of generator etc.

**19. Force Majeure.** If the whole or any essential part of the Said Property shall at any time during the term of the lease be destroyed or severely damaged, or rendered inhabitable due to any floods, fire, earthquake, act of god, act of terrorism, war, malfunction or material failure of equipment or any other cause not directly in control of the Lessors or the Lessee, in such a manner that the Lessee is deprived of the use of the Said Property or essential portion thereof, then the Lessors undertake to restore the Said Property in a timely manner or, as the case may be, to remove the impediment to habitability. In such an event, the tenancy shall be terminable immediately at the option of the Lessee upon giving notice in writing to the Lessors and no rent shall accrue to the Lessors after such termination. The Lessor shall have no claims against the

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Lessee in respect of such termination unless the calamity is caused or augmented due to the willful doings or neglect of the Lessee or any person authorized by him to enter the premises. Furthermore, in such event where the property becomes unfit for tenancy, the Lessee undertakes to immediately notify the Lessor by a written notice of the nature and extent thereof and shall make best efforts to mitigate such condition. The Lessee also undertakes that in such an event, the Lessee shall immediately vacate the Said Property or such essential part affected thereof, and handover the physical possession of the same to the Lessor for repairs/ reconstruction. During such a period, no rent will be payable by the Lessee, strictly provided that the physical possession of the Said Property is handed over in such manner, and in no event would the Lessee be entitled to claim relief such as alternative accommodation, compensation etc. from the Lessor. After such repairs/ reconstruction, the present lease could be resumed by written consent of both parties. Upon the completion of repairs and the premises becoming habitable, the Lessor shall inform the Lessee of such completion and the latter would confirm within 15 days his intent to reoccupy the premises, failing which the lease would stand terminated. The rent will resume from the day when the Lessee occupies the same premises again under this Agreement or from the 15th day of the Lessor confirming the completion of repairs, whichever date is earlier.

**20. Additions/ Alterations etc.** The Lessee shall not make any additions or alterations or any structural changes whatsoever to the Said Property without prior written consent of the Lessor. In the event that any additions, alterations or structural changes are made without prior written consent of the Lessor, the Lessee would be responsible for reimbursing the Lessors for any costs involved in reverting the premises to its original conditions, as well as any costs, charges, fees, penalties, legal costs etc. that may be incurred in the same. The Lessee undertakes that any modifications, installation etc. as permitted by express written consent of the Lessor, would be reversed before handing over the physical, vacant and peaceful possession of the Said Property to the Lessor, in such manner so as to restore the Said Property to the original or better condition received by the Lessee at the time of commencement of this Lease, reasonable wear and tear excepted.

**21.** In developing the property, the Lessors have taken great care to maintain the aesthetics of the external facade of the building as well as the interior structure, in pursuance of which the Lessors have installed and are providing to the Lessee wall mounted split air-conditioning units, keeping in mind the internal as well as the external look of the premises. The Lessee may not install any other air-conditioning equipment in any other manner except with the prior written approval of the Lessor. While the day to day functioning, maintenance, minor repairs, and servicing of the air conditioners would be the responsibility of the Lessee to be done through competent technicians, any major repair /replacement will be the responsibility of the Lessor. Moreover, the Lessee undertakes to bear the AMC charges and the same may be payable directly to the service provider. However, initially as a one-time service, the Lessors shall

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ensure that the air-conditioning units are duly serviced at their own cost before the Lease Commencement Date.

22. The Lessors have also provided cabling / connections for Cable TV / DTH TV, Telephone and Internet connections keeping in mind the aesthetics of the external facade of the building. The Lessee is free to avail of such services from any service provider of their choice, providing that only the cabling / connections as provided for by the Lessors are utilized. The Lessee may install other cabling / connections in any other manner only with the prior written approval of the Lessors.

#### **OBLIGATIONS OF THE LESSEE:**

23. The Lessee undertakes, indemnifies and covenants with the Lessors as follows:

- i. The Lessee shall use the Said Property for residential purposes only, and under no circumstance shall use the Said Property in any manner that may constitute commercial use. In case it is permissible for the Lessee to use the Said Property in any manner as may constitute mixed use, then the Lessee undertakes to do so only with prior written consent of the Lessor. In any event, if the use of the Said Property by the Lessee in any manner incurs any taxes, penalties, charges, levies etc. for such usage, the Lessee alone shall be entirely responsible for paying the same.
- ii. The Lessee shall not use or permit the use of the Said Property for any illegal, immoral or wrongful purpose including but not limited to gambling, human trafficking, prostitution, narcotics distribution or consumption etc., or in any way so as to cause any nuisance, annoyance, inconvenience, risk or damage to the Lessor or any adjoining or neighbouring property.
- iii. The Lessee undertakes that the Resident, his/her family members, servants, visitors, agents etc. do not do anything or cause to be done anything that may cause damage to the premises, be considered a public nuisance or misbehavior or considered to be anti-social, criminal, illegal or illicit activity.
- iv. The Lessee shall not bring or store on the Said Property any illegal goods, articles, materials or combustible or inflammable materials or any dangerous articles whatsoever as may endanger the safety of the said plot/ building or any property or person thereupon, or which may cause nuisance or obstruction, or which may increase the premium of insurance of the Said Property or render void the insurance in respect thereof.
- v. The Lessee undertakes that any and all people permitted by it to enter the premises, including the Resident and his/her family, will always behave cordially with any officials of any local/ municipal authorities that may visit the premises, as well as the Lessor or any person permitted by the Lessor to enter the premises.

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- vi. The Lessee shall regularly pay the Rent to the Lessor as well as any other payments due to the Lessor and/or maintenance agency etc. under this Deed or otherwise, as set out hereinabove and at the time and in the manner set out hereinabove.
- vii. The Lessee shall pay the electricity, gas etc. bills attributable to the Said Property based on the bills of the concerned authorities. It shall be the obligation of the Lessee to ensure payment of all the demands of the electricity, gas etc. authorities time to time without keeping any arrears for the consumption made by the Lessee. Copies of the bills as well as of the receipt of payment will be provided by the Lessee to the Lessor on a timely basis. The Lessee shall ensure the electricity, gas etc. connections so installed at the said property are not disconnected under any circumstances due to any reasons attributable to the Lessee, including but not limited to non-payment of electricity bill, tampering/ misuse of equipment etc. In the event of disconnection of electricity, water, gas or any other services due to willful doings or neglect of the Lessee, any penalty or other charges, including legal charges, would be paid by the Lessee to the Lessor.
- viii. The Lessee shall abide by all the laws, rules and regulations including those prescribed by the government and local/ municipal authorities. For instance, the Lessee shall not tamper with electricity meters or install load that is in excess of the sanctioned load. It is agreed that the Lessee shall be responsible for all penalties, fines etc., that may be levied by the authorities in case of any misuses, tampering, thefts etc. attributable to the Lessee or any of its employees or agents.
- ix. Any notice or communication received by the Lessee from the local authorities, municipal corporation, electricity or water providers etc. pertaining to the Said Property shall be duly forwarded to the Lessor in a reasonable period of time but no later than within 3 (three) days of receipt of the same.
- x. The Lessee shall permit the Lessor or any authorized person(s) deputed by the Lessor to enter the Said Property to inspect the state and condition thereof at all reasonable hours. Ordinarily, the Lessor shall notify the Lessee of such visit 3 (three) days in advance. However, in the event of an emergency, the Lessor and its authorized representatives shall be entitled to enter the Said Property at any time.
- xi. The Lessee shall not in any manner hinder the working of any other service provider(s)/ technicians/ agents who the Lessor may engage from time-to-time for any kind of repairs, maintenance work etc.
- xii. Upon the expiry or early termination of this Deed, the Lessee shall deliver the physical, peaceful and vacant possession of the Said Property along with all fixtures, fittings, furniture, equipment etc. to the Lessor in good order and condition, subject to reasonable wear and tear.

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xiii. The Lessee shall not hold the Lessor responsible or liable for any loss or damage suffered by the Lessee or its employees, servants, agents, or visitors on account of any theft, fire or other accident caused to the Said Property or any part thereof.

xiv. The Lessors are providing certain fixtures, fittings, furniture, equipment etc. along with the Said Property for the use of the Said Property by the Lessee, as detailed in ANNEXURE A of this Lease Deed. The Lessee undertakes to maintain the said fixtures, fittings, furniture, equipment etc. in good condition, regular wear and tear excepted, and to return the same to the Lessors along with the Said Property when handing over physical, vacant and peaceful possession of the Said Property to the Lessor.

xv. The Lessee shall give immediate notice to the Lessor or its agents of any damage that may be incurred by any act/ omission/ neglect of the Lessee to the said building, or any part thereof and of any accident to or defects in the water pipes, gas pipes (if any), electrical wiring or fixtures or other facilities provided by the Lessor and to pay to or reimburse to the Lessor the cost of any damage caused to any part of the Said Property by the Lessee, its licensees, employees, agents or contractors or any other person claiming through or under the Lessee.

xvi. From time to time, the Lessor may decide to insure the said Property. The Lessee undertake that it, or any other person authorized by it to enter the premises, will do not any act or omit to commit any act, such as would be prejudicial to the validity of such insurance cover.

xvii. The Lessee shall defend, indemnify and hold harmless the Lessor from and against any claim, liability, demand, loss, expense, damage, judgment or other obligation or right of action which may arise as a result of breach of this Deed by the Lessee, misrepresentation by the Lessee to the Lessor of any of the representations contained herein, anything done or omitted to be done through the negligence or misconduct of the Lessee or its agents or action initiated/taken by any authority with respect to the Said Property as a result of which the Lessor's ownership or possession of the Said Property is in any way affected.

xviii. Any violation of the clauses above would render the Lessee liable for payment of suitable financial compensation to cover additional expenses incurred thereby, including, but not limited to, penalties, cost of repairs, legal costs etc.

#### **OBLIGATIONS OF THE LESSOR:**

24. The Lessor undertakes, indemnifies and covenants with the Lessee as follows:

i. The Lessor undertake that they are the absolute and sole owners of the Said Property, and have unfettered right to rent out the same.

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- ii. The Lessor shall abide and comply with all laws, rules and regulations of the Government authorities, local bodies and other relevant authorities with respect to the Said Property.
- iii. The Lessor shall pay the property tax, and municipal and other taxes, duties, levies and charges of like nature in respect of the Said Property to the concerned authorities. It is clearly understood between the Parties that the Lessee shall not be responsible or liable in respect of any such taxes as stated in this clause with respect to the Said Property.
- iv. The Lessors shall not do any act, or omit to do any act, such as may lead to the disconnection of any utilities such as water, electricity, gas etc. subject to the terms and conditions of this lease.
- v. Along with the Said Property, the Lessor shall provide a water connection from the local authority or alternatively shall provide bore well for supply of water for use of the Lessee and if the water is not available from the local authority or bore well, then the Lessors undertake to contract with a competent agency to provide water from alternative means such as water tankers etc. However, in all these cases, the cost of the water consumed by the Said Property shall be borne by the Lessee alone.
- vi. The Lessors undertake to allow the Lessee to enjoy quiet and peaceful possession of the Said Property during the entire period of the Lease without any interruption by the Lessors or any person lawfully claiming either through or under or in trust for the Lessors of otherwise however, except as provided in the terms and conditions contained herein. The Lessee shall have the right to use and enjoy the Said Property and the right to ingress to and egress from the Said Property by the Lessee, its customers, servants, agents, visitors and invitees, subject to the terms and conditions contained herein.
- vii. The Lessor specifically agree, and undertake that in the event that the Said Property is sold, mortgaged or conveyed or transferred in any manner to any third party by the Lessor during the term of this Deed the Lessor shall ensure and keep the Lessee fully indemnified that the full terms, options and conditions of the lease shall remain in force for the unexpired term / remainder of the lease.
- viii. While the Lessee shall attend to all minor repairs, maintenance and upkeep of the Said Property at its own cost, as provided hereinabove, the Lessor shall be responsible for major structural repairs such as leakage of roof, any cracks in the walls or plastering, bursting of any electric cables or bursting or corroding of water pipes or sewerage system. Such major repairs shall be attended to promptly by the Lessor at its own cost provided such damage has not been caused by any willful act, omission or negligence on the part of the Lessee, its employees, servants, agents, visitors etc. If the Lessor does not attend to such major repairs or maintenance within a reasonable period of time, the Lessee may get therepairs/maintenance done with the written confirmation from the

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Lessor on the amount to be spent for repair work. The Lessors shall provide such written confirmation to the Lessee within 15 working days from the date of receipt of written estimate from the Lessee after confirming in writing that Lessor is not able to attend the major repair work, otherwise the Lessor is deemed to have agreed to the costs and the Lessee may proceed with repair work. The agreed costs of the repair work shall be reimbursed by the Lessor to the Lessee within 15 days from receipt of the invoice from Lessee. If the invoiced repair cost is not paid by the Lessor within the specified time, Lessee may deduct the costs from the rent payable under this Deed.

**25. Rental Discounting.** The Lessors shall be entitled to seek rental discounting facility or create a mortgage of the Said Property or any part thereof in favour of a bank or financial institution, provided such mortgage shall not in any manner affect the rights of the Lessee to use and occupy the Said Property during the Term. In such an event, the Lessors shall provide the Lessee with details as regards the entity to whom the Rent is payable. In the event such bank or financial institution requires any no-objection letter or any other manner of documentation for these purposes, the Lessee shall provide the same in a timely manner, provided that the Lessee is given an opportunity to verify the concerned documents before giving such NOC.

#### **TERMINATION:**

**26. Termination by Efflux of Time.** The lease will terminate automatically at the expiry of the Lease Duration and the Lessee undertakes to handover peaceful and vacant possession of the said Property to the Lessor at the time of termination in compliance with the terms and conditions contained herein.

**27. Renewal.** Before the expiry of this lease the parties may by mutual consent renew the lease for such period and on such terms and conditions as may be mutually agreed upon by way of execution of a fresh lease.

**28. Early Termination by the Lessee.** Unless as specifically excepted hereinabove, and without prejudice to the Lock-In Period, the Lessee shall have the right to terminate this Deed by giving the Lessors prior [3 (three) months'] notice in writing, or [3 (three) months'] rent in lieu of such notice.

**29. Early Termination by the Lessor.** Unless as specifically excepted hereinabove, and without prejudice to the Lock-In Period, the Lessor shall have the right to terminate this Deed by giving the Lessee prior [3 (three) months'] notice in writing.

**30. Fundamental Breach by Lessee.** Notwithstanding the Lock-In Period and the other terms and conditions of this Lease, the Parties further agree that in the event that there is a breach of this Lease by the Lessee, for any of the reasons given below ("**Fundamental Breach**"), the Lessors would be entitled to terminate this Lease Deed with immediate effect and without the need of giving any notice:

*Seema Sethi*

For KRISUMI CORPORATION PVT. LTD.

*AK*

Authorised Signatory



i. If there is a delay in payment of any part of the rent or other charges beyond the due date, and the Lessee fails to pay such amount even despite being served with a notice from the Lessors calling upon it to pay the same within fifteen (15) days.

ii. If the Lessee uses any part of the Said Property in any manner that is illegal, criminal, anti-social, immoral or against any applicable laws, rules or regulations, such as by using the premises for commercial use etc.

iii. If the Lessee, by any act or omission or negligence, causes or attempts to cause any significant damage or injury to any part of the Said Property, or the Lessee brings on to the said property any illegal goods, articles, materials or combustible or inflammable materials or any dangerous articles whatsoever as may endanger the safety of said property/ building.

**31. Visits by Potentials Tenants.** During the notice period (where the lease is sought to be terminated early either by the Lessors or the Lessee), or in the last 2[two] months of the Lease Duration (in case of termination by efflux of time), as the case may be, the Lessee shall provide reasonable access to any potential tenants and/or real-estate agents who may want to visit the Said Property with the intention of renting the Said Property after the Lessee vacates the premises. For this purpose, the Lessors shall take the Lessee's consent and arrange a suitable time for such visit(s) at least one (1) day in advance, and the Lessee shall not unreasonably withhold such permission and would make best efforts to permit such visits at such time as would be mutually reasonable and convenient for both parties.

**32. Handing over of Possession on Termination.** Upon termination of the Lease on any grounds mentioned hereinabove, the Lessee undertakes and indemnifies that it shall hand over and put the Lessors in physical, vacant and peaceful possession of the Said Property and every part thereof. In the event the Lessee for any reason continues in possession of the said property after the termination of the lease, the Lessee shall be deemed to be in unauthorized occupation, in which case the Lessee undertakes and indemnifies to pay damages/ mesne profits at the rate of 115% of the monthly rent stated hereinabove by the 5th day of each month of such continued occupation, subject to such damages/ mesne profits increasing by an additional 15% every 12 months of such unauthorized occupation ("Damages"). The Lessee agrees that such Damages are agreeable to it as being fair and reasonable, and in accordance with the market rate, and that the said rates are not onerous or punitive.

#### MISCELLANEOUS:

**33. Entire Agreement.** This Deed constitutes the entire agreement between the parties hereto and supersedes any and all prior agreement and understandings whether written or oral, between them with respect to the subject matter thereof. No variation of this Deed shall be effective unless made in writing and signed by or on behalf of each party hereto.

*Selma Setu*

For KRISUMI CORPORATION PVT. LTD

*AK*  
Authorised Signatory

**34. Dispute Resolution.** In the event that any dispute arises between the Parties in connection with this Deed, such dispute would be subject to the jurisdiction of the appropriate Delhi court(s). In the event of any such dispute, if the Lessee continues in possession of the said property after the termination of the lease, the Lessee undertakes to pay the Damages detailed hereinabove.

**35. Interest.** In the event any amount payable by the Lessee to the Lessors is late, whether it be rent, deposit, penalty etc., the Lessee shall be bound to pay interest thereupon at the rate of 18% per annum on pro rata basis for the period of delay till the date of actual payment. The Lessee agrees that such interest rate is agreeable to it as being fair and reasonable, and in accordance with the market rate and are not onerous or punitive.

**36. Notices.** Any notice required to be given under this lease shall be in writing and shall be served on the Lessee at the Said Property with a copy to its registered address mentioned hereinabove as well as its e-mail address at [mj@krisumi.com] and to the Lessors at its registered address mentioned hereinabove as well as its e-mail address at [info@gsaonline.in]. It shall be incumbent on the Parties to notify to the other in writing of any change in such address for services of notice upon it. The notices shall be either hand-delivered or sent by Registered post acknowledgment due or by e-mail. In the event that any notice is dispatched by more than one such mode, the date of receipt of such notice will be deemed to be the date on which the first notice is received.

**37. Amendments.** This Deed shall not be amended, altered or modified, or any provision herein shall not be waived except by an instrument in writing expressly referring to this Deed and signed by the duly authorized representatives of both the Parties.

**38. Severability.** If any part, or provision of this Deed not being of a fundamental nature, is held illegal or unenforceable, the validity or enforceability of the remainder of this Deed shall not be affected if such part, term or provision of this Deed is severable from the rest of this Deed without altering the essence of this Deed.

**39. Sub-Letting.** The Lessee shall not in any way sublet, part with possession, or create any third-party interest in the Said Property, in part or in whole, in any manner whatsoever, at the failure of which the Lessors may terminate the lease without prior notice notwithstanding any other provision of this agreement.

**40. Sale/ Transfer of The property.** Even if the Lessor sell, transfer, assign, bequeath, gift, mortgage or in any manner transfer the ownership or control of the Said property, then the full terms, options and conditions of the lease shall remain in force for the un-expired term / remainder of the lease.

**48. Registration.** This lease deed will be registered with the competent authority, and all costs necessary and associated with the registration or necessitated by the registration, such as stamp duty, registration and pasting

*Seema Sahu*

FOR KRISUMI CORPORATION PVT.LTD.

*M*  
Authorised Signatory



charges etc., shall be borne in equal proportion by the Lessor and the Lessee. The Parties shall extend due co-operation to each other to obtain the registration. Any legal expenses relating to the executing of the Deed shall be borne by the respective parties incurring them. The original Deed shall remain in the possession and custody of the Lessors or their authorized representative and a copy thereof shall be given to and retained by the Lessee.

IN WITNESS WHEREOF the parties have signed and delivered this deed, on this day, month and year mentioned above, in the presence of:

For KRISUMI CORPORATION PVT. LTD.

Seema Sethi  
Signed and delivered by  
Smt. Seema Sethi  
(Lessor)

Akash Khurana  
Authorized Signatory  
Signed and delivered by  
M/S. KRISUMI CORPORATION PVT LTD  
(Lessee)

WITNESSES:

1.  
NAME: CHANDRA SHEKHAR SHARMA  
✓  
S/D/W/O: SHRI, KRISHNA MURTI SHARMA  
ADDRESS: H. No. 3359, Lane No. 6,  
Block-A, S.G.M. NAGAR  
FARIDA BAD - HARYANA - 121001

2.  
NAME: ARPIT PATHAK  
S/D/W/O: SHRI MANU PATHAK,  
ADDRESS: C-68, Ardee City  
Sector S2, Gurgaon 122002