

Non Judicial

Indian-Non Judicial Stamp  
Haryana Government

Date : 23/12/2024

Certificate No. GOW2024L2742

GRN No. 125514952



Stamp Duty Paid : ₹ 500  
(Rs. Only)

Penalty : ₹ 0  
(Rs. Zero Only)

Seller / First Party Detail

Name: Enser Communications Limited

H.No/Floor: Na Sector/Ward:

City/Village: Gurugram District: Gurugram

Phone: 98\*\*\*\*\*38

LandMark: Na

State: Haryana

Buyer / Second Party Detail

Name: Krisumi Corporation Private limited

H.No/Floor: Na Sector/Ward: Na

City/Village: Gurugram District: Gurugram

Phone: 98\*\*\*\*\*38

LandMark: Na

State: Haryana



Purpose : AGREEMENT

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

SERVICE AGREEMENT

This Services Agreement (the "Agreement") is executed at Gurugram on this 23<sup>rd</sup> day of December, 2024 and effective from 9<sup>th</sup> day of December, 2024 (effective date).

BETWEEN

Enser Communications Limited, a company incorporated under the Indian Companies Act, 1956 / Companies Act, 2013, having its registered office address at 5th floor, 501 - 506, Arihant Aura, B towers, Turbhe, Thane Belapur road, Navi Mumbai 400703, holding GST Number: 27AACCE0059Q1ZC (hereinafter referred to as "Service Provider" or "Enser" which expression shall unless it be repugnant to the context of the meaning thereof mean and include its executors, administrators and assigns) of the FIRST PART and

AND

Krisumi Corporation Private Limited, an entity duly incorporated, and validity existing under applicable laws and having its registered office at Unit-02, 11<sup>th</sup> Floor, Emaar Capital Tower-2, MG Road, Sector-26, Gurugram, Haryana-122002, (hereinafter referred to as "Company" or "Client", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the OTHER PART;



The Client and the Service Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS:**

- A. The Client is engaged in the business of construction and development of real estate in India and as part of its business activities, the Client is currently constructing a real estate project for mixed use under the name and style of "Krisumi City", on land admeasuring 33.38125 acres located at Sector 36A, Gurugram (the "Property").
- B. The Service Provider is engaged in the business of providing Business Process services.
- C. The Service Provider has represented to the Client that it has the requisite knowledge, expertise, experience and skill to render the Services as contemplated under the terms of this Agreement and the Client relying on the representations, covenants and assurances of the Service Provider under this Agreement has engaged the Service Provider for providing the services as set out in SCHEDULE I to this Agreement (collectively "Services"), for the consideration and on the terms and conditions as set out hereinafter.
- D. Accordingly, the Parties are desirous of recording the terms and conditions of the agreement arrived at by and between the manner hereinafter appearing.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. APPOINTMENT OF SERVICE PROVIDER AND SCOPE OF SERVICES**

- 1.1. The Client appoints the Service Provider and the Service Provider accepts the appointment as the service provider with effect from 9<sup>th</sup> day of December, 2024 ("Effective Date") for providing the Services (more particularly set out in SCHEDULE I attached herein) and in terms of this Agreement.
- 1.2. The relationship of the Service Provider with the Client is that of an independent contractor, and nothing in this Agreement will be construed to create a joint partnership, joint venture, or employer-employee relationship. The Client is entitled to provide the Service Provider with the general guidance to assist him in rendering the Services to the Client satisfaction.
- 1.3. The Service Provider shall have no right or claim against the Client for social security benefits, workmen compensation benefits, disability benefits, unemployment benefits, health benefits or any other employee benefits of any kind for itself/ himself/ herself or its/ his/ her employees.
- 1.4. The Client may require additional services from the Service Provider from time to time. The Parties may accordingly modify the details of the Services as contained in SCHEDULE I and amend this Agreement accordingly, and any other related terms of this Agreement, as required in accordance with the terms of this Agreement.

**2. SERVICE PROVIDER'S OBLIGATIONS AND RESPONSIBILITIES**



- 2.1. The Service Provider shall be devoted full time, as and when sought or required by the Client in fulfilling its obligations under this Agreement. The Service Provider shall exercise its/ his/ her best endeavours to ensure that the Services are provided to the Client in an effective and timely manner and in accordance with the terms and conditions of this Agreement and the Schedules hereunder.
- 2.2. The Service Provider will provide the business process services, assist in providing customer service through calls (inbound + outbound), email, chat, telesales and other such processes as may be required by the Client from time to time. The Service provider agrees to deploy 5 personnel to the office of the Client during the Term of this Agreement in order to efficiently render the said Services. The complete list of Services is mentioned in **SCHEDULE I**. Provided However that such deployment shall in no manner mean a transfer of obligations hereunder and that the Service Provider shall continue to remain liable for the performance of all obligations towards the Client in the provision of Services as agreed hereunder. The deployed personnel shall be required and deemed to act under direct control, supervision and instructions of the Service Provider.
- 2.3. The Service Provider shall perform the Services with highest degree of care, skill and diligence and ensure that all of the Services are performed completely, properly and in compliance with this Agreement, the applicable laws and the recognised professional standards. The Service Provider shall at all times safeguard and protect the Client interest. The Service Provider shall provide the Services with the highest standards of integrity and business ethics and the Services shall be completed by the Service Provider as per the stipulated timelines set by the Company.
- 2.4. The Service Provider shall not make any statement, claim or representation on behalf of the Client, incur any liability on behalf of the Client or in any way pledge or purport to pledge the Client's credit or purport to make any contract binding upon the Client.
- 2.5. The Service Provider shall, at all times, comply with all relevant legal, regulatory and other mandatory requirements applicable to the performance of its/ his/ her obligations hereunder and shall obtain and maintain at all times during the Term, all licenses, authorizations and registrations necessary for and applicable to its/ his/ her business and required for performance of the Services hereunder.
- 2.6. The Service Provider shall maintain and use the property of the Client, including but not limited to any books, documents, circulars, files, items, equipment or licenses, which might be furnished to the Service Provider in connection with the Services only for the purpose of providing the Services under this Agreement and in a prudent manner.
- 2.7. The Service Provider shall ensure that its/ his/ her employees, consultants, sub-contractors, representatives, agents and any other party appointed for the purpose of delivering the Services are aware of and clearly understand all the terms and conditions of this Agreement. The Service Provider shall ensure that its/ his/ her employees, consultants, sub-contractors, representatives, agents and any other party appointed for the purpose of delivering the Services, shall at all times abide by any applicable rules, regulations, guidelines, directions or other judicial, legislative or executive pronouncements in the performance of their obligations hereunder.
- 2.8. The Service Provider shall ensure that the personnel shall be suitably qualified, trained, and experienced



to effectively perform their duties. The personnel must be familiar with the relevant processes, and CRM systems as applicable.

- 2.9. The Service Provider shall ensure that the personnel comply with confidentiality agreements, security protocols, conduct standards, and any other policies established by Client to protect customer information and data.
- 2.10. The Service Provider shall ensure that its personnel will adhere to the agreed-upon work schedule as determined by the Client, including start and end time. Any changes to the schedule must be approved by Client in writing prior to implementation.
- 2.11. The Service Provider's personnel shall ensure that all customer calls are made in a professional, courteous, and respectful manner. The personnel must follow the approved call scripts and provide accurate and up-to-date information to customers.
- 2.12. The Service Provider must designate a point of contact who will be available during working hours to address any urgent matters or issues that arise regarding the personnel.

### 3. COMPENSATION TO SERVICE PROVIDER

- 3.1. Subject to Clause 3.4 below, the Client as consideration for the Services provided by the Service Provider hereunder agrees to pay the Service Provider, an amount as determined in the manner specified under SCHEDULE II of this Agreement ("Fees").
- 3.2. The Fees shall be subject to tax deducted at source at the applicable rate, for which the Client shall furnish the relevant TDS certificates to the Service Provider at the end of the financial year. The Service Provider shall pay and be responsible for payment of all the applicable taxes.
- 3.3. The Fees as stipulated under this Agreement forms the entire consideration payable by the Client to the Service Provider for the Services.
- 3.4. The invoice should be raised by the Service Provider in a manner as provided under SCHEDULE II hereunder. In the event, the invoice raised by the Service Provider does not have complete and accurate details as per SCHEDULE II, the Service Provider shall revise and issue a fresh invoice at the earliest, after carrying out the changes that address the deficiency in the earlier invoice.

### 4. REPRESENTATION AND WARRANTIES

- 4.1. The Service Provider represents and warrants that:
  - 4.1.1. the execution, delivery and performance of this Agreement, does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which it/ he/ she is a party or by which it/ he/ she is bound;
  - 4.1.2. it has full right, power and authority to execute, deliver and perform the Services under this Agreement;



- 4.1.3. the performance of all the terms of this Agreement do not and will not breach or violate or conflict with any applicable law, rule or regulation, contract already entered into by the Service Provider or any proprietary or other right of any third party;
- 4.1.4. it has duly obtained and maintains all necessary approvals licenses, permits, authorizations or otherwise as applicable from regulatory or government bodies, as may be required for the performance of the Services hereunder;

## 5. CONFIDENTIALITY

- 5.1. Without prejudice to every other duty which the Service Provider has under this Agreement, the Service Provider shall keep secret all information irrespective of its form given to it/ him/ her or obtained by it/ him/ her in the course of this Agreement (whether or not marked as 'confidential'), the Service Provider shall not, except with the prior written consent of the Client and in the proper performance of its/ his/ her duties under this Agreement use for its/ his/ her own benefit or for the benefit of any other person, company or other undertaking (other than the Company) or, except as required by law, a court or tribunal of competent jurisdiction or any applicable regulatory or statutory authority or body, directly or indirectly, divulge or disclose to any person any Confidential Information which has come or may come to its/ his/ her knowledge during this Agreement or previously or otherwise.
- 5.2. Either during the Term or at any time after the termination of this Agreement (howsoever caused), the Service Provider shall prevent the publication, divulgence or disclosure by third parties of any Confidential Information. In the event that the Service Provider is requested or required by a governmental authority, whether by oral question, interrogatories, requests for information of the Client, the Service Provider shall provide the Client with prompt notice of such requests so that it may seek appropriate protective order to similar relief, or if appropriate, waive compliance with the provisions of this Clause 5.
- 5.3. The restrictions contained in this Clause 5 (Confidentiality) shall cease to apply to any Confidential Information which may (otherwise than through the default of the Service Provider) become available to, or be within the knowledge of, the public generally.

For the purposes of this Agreement, "Confidential Information" means all information of a confidential nature, including Intellectual Property and other technical know-how, financial and proprietary information in relation to the business, product as well as relating to the affairs of the Client disclosed (whether in writing, verbally or by any other means and whether directly or indirectly or which otherwise comes to the knowledge of the Service Provider in the course of its/ his/ her duties as a service provider of the Client) by the Client whether before or after the date of this Agreement, including for the avoidance of doubt, the terms of this Agreement and any matter referred to herein.

## 6. INTELLECTUAL PROPERTY

- 6.1. The Service Provider hereby acknowledges and undertakes that it/ he/ she does not have, or will not have at any point of time, any ownership, interest, right or title in the Intellectual Property of the Client



Neither Party shall be liable by reason of failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by change in laws or regulations, action by any local body or authority, local or otherwise, governmental orders, prohibition, embargo, legislations, ordinances & enactments, notifications, rules and regulations, acts of God, strikes, lockouts, war, pandemic situation, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, epidemic, quarantine, or any other events as notified as a 'disaster' under the Disaster Management Act, 2005, or similar legislation or any other cause beyond its control and without its fault or negligence ("Force Majeure"), provided that such Force Majeure event shall prevent either of the parties from performance of their obligations for a continuous period of 7 (seven) days.. In such case, Parties may mutually agree to decide the way forward. In case, such situation continues for more than 30 (thirty) days, either Party shall have a right to terminate the Agreement by giving 7 days of notice to the other Party.

#### 10. AMENDMENTS AND NOTICE

- 10.1. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party.
- 10.2. Any notice to be served under this Agreement by any of the Parties herein shall be deemed to have been duly served if sent by registered post at the address given below unless some other address is specially communicated by the Party herein:

If to the Client  
Address:

Kind Attention:  
Unit-02, 11<sup>th</sup> Floor, Emaar Capital Tower-2, MG Road, Sector-26,  
Gurugram, Haryana-122002

Email id:  
Phone:

If to the Service Provider  
Address:  
road, Navi Mumbai 400703  
Email id: [girish.devadiga@enser.co.in](mailto:girish.devadiga@enser.co.in)  
Phone: +919820662925

Kind Attention: Girish Devadiga  
5th floor, 501 - 506, Arihant Aura, B towers, TurbheThane Belapur

#### 11. MISCELLANEOUS

- 11.1. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one and the same instrument.
- 11.2. This Agreement together with the Schedules hereto constitutes the complete and exclusive agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement.



*Akash Khurana*

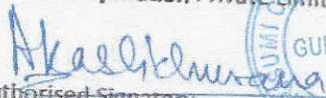


11.3. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable by a court, for any reason, the remainder of the provisions will not be affected, impaired or invalidated, but will continue to bind the Parties and will continue in full force and effect as if the Agreement has been executed with the invalid portion eliminated and the Parties shall negotiate to agree on a mutually satisfactory provision to substitute the provision found to be invalid or unenforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first specified above:

For and on behalf of

Krisumi Corporation Private Limited



Authorized Signatory

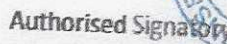
Name: Akash Khurana

Title: President & CEO



For and on behalf of

Enser Communications Limited



Authorized Signatory

Name: Rajnish Sarna

Title: Managing Director



## SCHEDULE I

- Provide 5 FTEs to the Client for the provision of Customer Support Services/ Inbound /outbound/Email Support
- Operational Location: Gurugram
- Shift Duration: 9 Hours Shift, 7 days a week (10.00 am – 7.00Pm ). Rostered Week off
- Excluding public holidays and national holidays as mandated by statutory rules
- Good English and Hindi Communication Agents
- Database: Client to provide the same
- Training Days: Billable
- MIS Format to be designed as per clients requirement.
- Any Integration with Client Platform to be charged on actuals

  
Akash Khurana

  
Kajal

**SCHEDULE II**

- INR 35000 per FTE (for 4 FTEs) per-month + 18% GST.
- INR 40000 for 1 FTE per month + 18% GST
- Any exceptions will be mutually agreed.
- Invoice will be raised by 1<sup>st</sup> week of every month by Service Provider and payment will be made within 15 days of receipt of invoice or as per timelines mutually agreed.

Akashkumar

