

MASTISHK SOFTECH & ADVISORS PVT. LTD.

March 8, 2024

To,
The Managing Director,
Dhanjal Impex Private Ltd.
B-251, Naraina Industrial Area, Phase-1,
New Delhi-110028., India
(Hereinafter referred to as (the "Client /
Company/ Dhanjal")

Sub: Proposal cum Engagement Letter; Design, Development, Installation, Implementation & Maintenance of "SnapSoft Business One ERP"

Dear Sir,

This refers to our discussions at your office yesterday, regarding design, development, Installation, Implementation & Maintenance of SnapSoft Business One ERP in your company, **Mastishk Softech & Advisors Private Limited** (referred to as the "**MASTISHK**", which expression shall include its successors in interest and permitted assigns) is pleased to engage with "Client" upon the terms set forth in this letter ("**Letter**"). The MASTISHK and the Client are collectively referred to as the "**Parties**".

1. Scope of Work - Design, Development, Installation, Implementation and Users Training: SnapSoft Business One ERP - Following Modules as follows (One - Time):

- (i) System Study & ERP Design & Development as per Client Requirement.
- (ii) Admin Setup & Masters Module & Data Codification Support (if required).
- (iii) Procurement Module
- (iv) Store & Inventory Module
- (v) PPC and Production Module
- (vi) Sales Order, Dispatch & Billing Module
- (vii) Accounting (including Taxation*) Module
- (viii) Payroll Module
- (ix) Users Training while implementation of ERP.
- (x) MIS Reports (including design & develop auto mail system)
- (xi) Support in Server selection & its Set-up, IT consultancy for ERP Set-up.

2. Scope of Work - Maintenance of ERP (Ongoing) under monthly Retainership (Premium Support): OPTIONAL

- a. Manage ERP Masters.
- b. Updation of Masters on periodical intervals.

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- c. Manage Data & facilitate/ coordinate in taking Backup from time to time.
- d. Changes in existing Reports.
- e. To ensure the error free and/ or smooth running of the ERP system in the company.
- f. Develop & Design additional Auto Mail Reports as per client requirement from time to time.
- g. On-going ERP Support and query resolution.
- h. New User Training in ERP.
- i. Support new technology implementation.
- j. Support Upgradation of IT system from time to time.
- k. Visit as per requirement of Client.
- l. Includes Annual ERP License Renewal fee.

3. Key Entity & Location w.r.t. Scope of Work

The Scope of Work is valid for:

a. Entities:

- 1. Dhanjal Impex Private Ltd.

b. The following two Locations as follows:

- (i) B-251, Naraina Industrial Area, Phase-1,
New Delhi-110028., India

c. Total Users: **UNLIMITED**

4. Out of Scope

The following is out of scope of the current engagement; however, MASTISHK may offer the same on mutually agreed terms at the appropriate time:

- a. Implementing & maintaining "SnapSoft Business One ERP" for any other entity(ies) or Unit(s) or location(s) not covered in the scope.
- b. Implementing & maintaining any other Modules not covered in scope.
- c. Providing other advice outside the scope as set out in this letter.
- d. Providing any other services beyond the scope set out in this letter.

5. Timelines

We will on a best effort basis commence the engagement within a week time of your confirming to engage us in accordance with the terms & conditions mutually agreed between us.

We expect to complete all our Implementation work in approx. 4 to 5 months from the date of acceptance of this letter by the Client. For achieving this target, we assume that we shall receive complete support and co-operation from you/company's management and the information/ support required by us would be promptly provided, as any delay in providing the information/ support could delay the completion of the assignment:

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- (a) The availability of the company's management as may be reasonably requested by us.
- (b) The availability of relevant information during the course of our work.
- (c) The company's timely and effective completion of all their responsibilities as mutually agreed during the course of development & implementation of ERP in the company.
- (d) The accuracy and completeness of the assumptions agreed with the company; and
- (e) Timely access to records, decisions and approvals by the company's management.

6. Fees (INR) -One Time Fee:

- i. In order to develop a long-term working relationship with you, we propose to charge a fee as follows towards ERP License fee, System Study, Design & Development of ERP as per client requirements, Admin Setup, Masters Module & Data codification support and implementing the above said modules of the ERP in your company (at the above locations) as per your requirement. The break-up of the Cost is as follows:

S.No.	Particulars	Fee/ Basic Cost (in Rs.)
1.	System Study, ERP Design & Development, Admin Setup & Masters Module & Data codification support, and implementing all the above modules of the said ERP <u>including customization, if required as per client requirements.</u>	450,000.00
	Total (in Rs.)	4,50,000.00 (Rs. Four Lakh Fifty Thousand Only)

ii. Retainership Fee for Maintenance of ERP:

Retainership Fee: On successful implementation of ERP, the Mastishk shall provide premium support (if opted by the Client), to the Client at the retainership fee of Rs 15,000/- (Rs. Fifteen Thousand Only) Per Month from the date of implementation of ERP".

Note: (i) The above monthly premium retainership support includes Annual ERP License Renewal Fee @20% of the total ERP Cost shall be applicable.

However, in case the client doesn't opt for monthly premium retainership support, then annual maintenance fee @20% of the total ERP cost shall be applicable & payable in advance from the date of expiry of one year from the date of engagement letter. With the annual maintenance fee, Mastishk shall ensure to fix the bugs and/or errors, if any, so that ERP runs smoothly without any error. Any development or changes in ERP or existing report(s) or development of additional report(s) or training to new employees shall be subject to separate billing on man hour rate basis which shall be discussed based on assignment-to-assignment basis.

- iii. Reasonable out of pocket expenses, such as conveyance, travelling cost from Mastishk

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office till Client Location(s) and stay & food, if required etc. shall be as per actual and will be billed separately by Mastishk to the Client or arranged by the client directly.

- iv. In case the client required Mastishk to station any of its manpower at the client location during the period of ERP implementation or any time thereafter, the client shall reimburse the cost of such manpower on monthly basis in addition to the above ERP cost. The monthly cost of such manpower shall be ranging between 20,000/- to 25000/- plus reasonable local conveyance cost from his/her residence to client location (to & from).
- v. All the above Fees are exclusive of GST which Mastishk shall charge extra as may be applicable under GST Laws.
- vi. Payment terms shall be as follows:

S.No.	Milestone for Payment	Fee Break of Implementation of following Modules:
1.	Advance at the time of acceptance and signing of Proposal cum Engagement Letter	100,000/-
2.	After Master Module, & Data codification support and Procurement Module Trial Run	55,000/-
3.	After Store & Inventory Module Trial Run	60,000/-
4.	On PPC & Production Module Trial Run	65,000/-
5.	After Sales order/ Dispatch & Billing Module Trial Run	55,000/-
6.	On Accounting (including Taxation*) Module Trial Run	55,000/-
7.	Payroll Module	60,000/-
	TOTAL - (in Rs.)	4,50,000/-

- vii. **Third Party Software, API* and License respectively wherever required as per Client requirement like Oracle Database License, GST return filing, GST reconciliation, E-Invoicing (IRN Generation), Eway Bill, Digital Signature, Cloud Server shall be purchased separately by the Client at its own cost through Third Party. However, Mastishk shall integrate such third-party Software/ API/License with ERP without any further cost on Client.**
- viii. Mastishk shall send invoices as per the payment arrangements described hereinabove, which shall be paid by the Client within 3 (three) days from the receipt of the invoice. However, the monthly retainership fee shall be payable on a quarterly basis on or before the 5th day of each quarter on an advance basis.

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We look forward to a long and mutually enriching association with you.
Best regards,

**For Mastishk Softech & Advisors Private
Limited**



**(Suresh Kumar Kalra)
Director- Strategy, Operations
& Business Development**

**Accepted by:
For Dhanjal Impex Private Ltd.**

MD/Director/Authorized Signatory