**January 30, 2024**

To,

Managing Director

Jayson Industries

S-109 & C-250 Raja Vihar,

Phase-1, Badli Industrial Area, Delhi-110042 (INDIA)

(Hereinafter referred to as (the “Client” / “Company”/ “Jayson”)

**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**”.

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

# System Study & ERP Design & Development as per Client Requirement.

# Drafting & approval of Business Blueprint

# Admin Setup & Masters Modules creation training and support.

# Procurement Module

# Store & Inventory Module

# PPC and Production Module

# Sales Order, Dispatch & Billing Module

# Quality Control Module

# Plant Maintenance Module

# Accounting & Finance Module

# Payroll & Time Office Module

# Costing Module

# Users Training while implementation of ERP.

# MIS Reports (including design & develop auto mail system)

# Support in Server selection & its Set-up, IT consultancy for ERP Set-up.

# Scope of Work – Maintenance of ERP- (Ongoing) under monthly Retainership (Premium Support):

1. Manage ERP Masters.
2. Updation of Masters on periodical intervals.
3. Manage Data & facilitate/ coordinate in taking Backup from time to time.
4. Changes/amendments in existing Reports.
5. To ensure the error free and/ or smooth running of the ERP system in the company.
6. Develop & Design additional Auto Mail Reports as per client requirement from time to time.
7. Modification in existing ERP modules as per client requirement.
8. On-going ERP Support and query resolution.
9. New User Training in ERP.
10. Support new technology implementation.
11. Support Upgradation of IT system from time to time.
12. Visit as per requirement of Client.
13. Includes Annual ERP License Renewal fee.

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

The Scope of Work is valid for:

# TWO (2) NOS. ENTITIES:

1. Jayson Industries
2. Jaypee Seiki Plastics Pvt Ltd.
3. **MANUFACTURING AS WELL AS WAREHOUSES LOCATIONS AT:**
4. **Units Under Jayson Industries: GSTIN: 07AAAFJ2205N1ZJ**
5. Manufacturing facility at S-109 & C-250, Badli Industrial Area, Phase-1 Raja Vihar, Delhi-110042 (INDIA).
6. Tool and dies repairing & Mfg facility at A-22, GF & 1st Floor, ph-3 Badli Industrial Area, Delhi-110042 (INDIA).
7. Partial MFG facility at S-57, Ph-1, Badli Industrial area, Delhi-110042 (INDIA).
8. Godown/ Warehouse at S-61, Ph-1 Badli Industrial area, Delhi-110042 (INDIA).
9. Godown/ Warehouse at M -7, Ph-1 Badli Industrial area, Delhi-110042 (INDIA).
10. **Units Under Jaypee Seiki Plastics Pvt Ltd.: GSTIN:05AABCJ0810F1ZA**
11. D-22, Dev Bhoomi Industrial Estate, Roorkee, Uttarakhand (INDIA).

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1. **Total Users: UNLIMITED**

# 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:

1. Implementing & maintaining “SnapSoft Business One ERP” for any other entity(ies) or location(s) not covered in the scope.
2. Implementing & maintaining any other Module(s) not covered in the scope.
3. Providing other advice outside the scope as set out in this letter.
4. Providing any other services beyond the scope set out in this letter.

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# 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. 5 to 6 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:

## The availability of the company’s management as may be reasonably requested by us.

## The availability of relevant information during the course of our work.

## 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.

## The accuracy and completeness of the assumptions agreed with the company; and

## Timely access to records, decisions and approvals by the company’s management.

# Fees (INR) -One Time Fee:

## 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 Migration 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:

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| --- | --- | --- |
| **S.No.** | **Particulars** | **Fee/ Basic Cost (in Rs.)** |
| 1. | SnapSoft Business One ERP – Software License Fee | 751,000.00 |
| 2. | System Study, ERP Design & Development, Blueprint Preparation, Admin Setup & Masters Module, Business Blueprint & Data Migration, and implementing all the above modules of the said ERP including customization, if required as per client requirements. | 7,50,000.00 |
|  | **Total (in Rs.)** | **15,01,000.00** |

# Retainership Fee for Maintenance of ERP:

Retainership Fee: On successful implementation of ERP, the Mastishk shall provide premium support to the Client at the retainership fee of Rs 45,000/- (Rs. Forty-Five Thousand Only) Per Month from the date of implementation of ERP” for one year, thereafter the Monthly retainership amount shall be Rs. 37,500/- (Rs. Thirty-Seven Thousand Five Hundred Only) Per Month.

**Note:** The above monthly retainership includes Annual ERP License Renewal Fee @25% of the total License fee of ERP Software shall be applicable).

1. Reasonable out of pocket expenses, such as conveyance & travelling cost (to & fro) from Mastishk office to Client Location(s) and hotel stay & foods, if required etc. shall be as per actual and will be billed separately by Mastishk to the Client or arranged by the client directly.
2. All the above Fees are exclusive of GST which Mastishk shall charge extra as may be applicable under GST Laws.
3. Payment terms shall be as follows:

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| --- | --- | --- | --- | --- |
| **S.No.** | **Particulars** |  | **Fee/ Cost (in Rs.)** | **Total Fee Payable (Rs.)** |
| 1. | SnapSoft Business One ERP – License Fee |  | 30% on acceptance of this Engagement letter and balance 70% is payable on implementation of ERP Modules as follows: | **2,25,000/-** |
| 2. | System Study, ERP Design & Development, Admin Setup & Masters Module & Data Migration, and implementing all the above modules of the said ERP: | **Fee Break of Implementation of following Modules:** | **The Breakup of 70% of License fee is payable as follows:** |  |
| **S.No** | **Milestone for Payment** | **Amount (in Rs.)** | **Amount (in Rs.)** | **Amount (in Rs.)** |
| (i) | After Master Module, Data Migration, Procurement Module Trial Run | 75,000/- | 58,000/- | 133,000/- |
| (ii) | Preparation & Submission of Business Blueprint | 50,000/- | - | 50,000/- |
| (iii) | After Store & Inventory Module Trial Run | 75,000/- | 60,000/- | 135,000/- |
| (iv) | After Sales order/ Dispatch & Billing Module Trial Run | 75,000/- | 58,000/- | 133,000/- |
| (v) | On PPC & Production Module Trial Run | 100,000/- | 60,000/- | 160,000/- |
| (vi) | On Accounting (including Taxation\*) Module Trial Run | 75,000/- | 58,000/- | 133,000/- |
| (vii) | On Payroll, time office Module Trial Run | 75,000/- | 58,000/- | 133,000/- |
| (viii) | On Quality Control Module Trial Run | 75,000/- | 58,000/- | 133,000/- |
| (ix) | On Plant Maintenance Module Trial Run | 75,000/- | 58,000/- | 133,000/- |
| (x) | On Costing Module Trail Run | 75,000/- | 60,000/- | 133,000/- |
|  | **TOTAL - (in Rs.)** | **7,50,000/-** | **5,26,000/-** | **12,76,000/-** |

1. Mobile App (Android +iOS+Web) for Sales Team (i) Attendance (ii) Conveyance and DA calculation & submission shall be provided separately @Rs.90000/- (Rs. Ninety Thousand Only) as one-time fee. However, any fee payable for Developer Enrolment Fee, iOS App Publish fee, Android App Publish fee and Google Map API Cost shall be payable by the client at per actuals.
2. Basic Customer Relationship Management (CRM) & Lead Management Module covering:

# Domestic Dealer & order updating

# Payment reminders & follow-up system.

# Sending Invoices & Packing Lists by email.

# Integration with MS-Outlook

shall be provided separately @Rs.175,000/- (Rs. One Lakh Seventy-Five Thousand Only) as one-time fees. However, any License fee, if any, payable to the third party, shall be payable by the client at per actuals.

1. 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.

1. 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.
2. The maximum liability of Mastishk shall be limited to the extent of the fee paid to Mastishk by the Client. In no event shall Mastishk be liable for consequential, special, incidental, or punitive loss, damage or expenses (including without limitation) lost profits, opportunity costs, etc). This provision shall survive the completion of the assignments given to Mastishk.
3. This Proposal cum Engagement is subject to laws of India and courts at Gurgaon shall have the jurisdiction over the same.

## We look forward to a long and mutually enriching association with you.

# Best regards,

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| **For Mastishk Softech & Advisors Private Limited** | **Accepted by:**  **For** Jayson Industries |
|  | **MD/Director/ Authorized Signatory** |

**(Suresh Kumar Kalra)**

**Director- Strategy, Operations**

**& Business Development**