

COMMUNICATION RECORD - EMAIL CHAIN

EMAIL 1

****From:**** priya.desai@sterlingenterprises.com

****To:**** rajesh@techvisionsolutions.com

****Date:**** 10 August 2024

****Subject:**** Concern Regarding Project Delay - Phase 1 Status

Dear Rajesh,

I hope this email finds you well. We have not received the Phase 1 deliverables as per the scheduled date of 15 September 2024.

As per our Service Agreement (SVC-2024-00847), the project timeline is critical to our business operations. We have already briefed our board about the implementation timeline, and any delay would impact our market launch schedule.

Could you please confirm:

1. Current status of Phase 1 development
2. Revised delivery timeline
3. Any blockers or resource issues on your end

We need clarity on this matter urgently as we are considering alternative arrangements.

Best regards,

Priya Desai

Chief Operating Officer

Sterling Enterprise Solutions Pvt Ltd

EMAIL 2

****From:**** rajesh@techvisionsolutions.com

****To:**** priya.desai@sterlingenterprises.com

****Date:**** 15 August 2024

****Subject:**** RE: Concern Regarding Project Delay - Phase 1 Status

Hi Priya,

Thank you for your email. I understand your concerns regarding the timeline. We are currently 85% complete with Phase 1 development.

However, we have encountered some technical challenges with the payment gateway integration module. This requires coordination with the third-party API provider, which has caused an unexpected 3-week delay.

We are working around the clock to minimize further delays. I expect to have the Phase 1 deliverables ready by 5 October 2024 (20 days late).

The team is fully committed to this project, and we will make up the lost time in Phase 2.

Regards,
Rajesh Kumar Verma
MD, TechVision Solutions

EMAIL 3

****From:**** priya.desai@sterlingenterprises.com
****To:**** rajesh@techvisionsolutions.com
****CC:**** legal@sterlingenterprises.com
****Date:**** 20 August 2024
****Subject:**** Re: Delay Penalty - SVC-2024-00847

Rajesh,

This is disappointing news. The 20-day delay directly impacts our business operations and market timelines.

Per Clause 4 of our Service Agreement, delay penalties of **■25,000** per week shall apply. This amounts to **■1,00,000** for a 4-week delay.

We are preparing our invoicing accordingly and will adjust the next payment schedule to account for this penalty.

Additionally, we need written confirmation of the revised Phase 1 completion date along with recovery plan for Phase 2.

Priya Desai

EMAIL 4

****From:**** rajesh@techvisionsolutions.com
****To:**** priya.desai@sterlingenterprises.com
****CC:**** legal@techvisionsolutions.com
****Date:**** 22 August 2024
****Subject:**** RE: Delay Penalty - SVC-2024-00847 - OBJECTION

Priya,

I must respectfully object to the application of the delay penalty clause.

The delay is caused by unforeseen circumstances beyond our control (third-party API provider issues), which falls under "Force Majeure" principles in contract law. Clause 4 does not explicitly state whether force majeure events are covered.

Additionally, our legal team has reviewed the contract, and the payment terms in Clause 2 do not align with the GST compliance regulations. The advance payment of 20% without a proper milestone-linked GST invoice is legally questionable.

We believe both parties need legal clarification before proceeding with penalties.

Would you be open to discussing this matter before escalating further?

Regards,

Rajesh

EMAIL 5

****From:**** priya.desai@sterlingenterprises.com
****To:**** rajesh@techvisionsolutions.com
****Date:**** 25 August 2024
****Subject:**** RE: Response to Your Delay Objection

Rajesh,

The delay penalty is clear and unambiguous in Clause 4. Third-party coordination issues are part of project risk management and do not constitute force majeure.

Regarding the GST concern you raised, our finance team has processed all payments in compliance with GST regulations. We are not interested in revisiting contract terms at this stage.

Please confirm Phase 1 delivery by 5 October 2024 and remit the delay penalty of ₹1,00,000 within 10 days.

If Phase 1 is not delivered by 5 October, we will invoke Clause 6 (Termination) and pursue recovery of penalties through legal channels.

Priya Desai

Chief Operating Officer