

September 14, 2023

Krisumi Corporation Private Limited
Sector 36A
Gurgaon, Haryana - 122002

Confidential and for the kind attention of the management

Dear Sir(s) / Madam(s),

INSTITUTIONALIZATION OF STANDARD OPERATING PROCEDURES ('SOPs') | OUR TERMS OF REFERENCE

On behalf of MGC Global Risk Advisory LLP ('MGC Global' or 'we' or 'us' or 'the Service Provider'), we would like to thank you for the opportunity to aid Krisumi Corporation Private Limited ('KCPL' or 'the Company' or 'you') in documentation of SOP pertaining to administration cycle which are in accordance with the best practices and are practical to implement. This proposal cum draft engagement letter sets out the services that will be undertaken by MGC Global for KCPL.

1. BACKGROUND & CONTEXT

- 1.1 An enterprising collaboration between Sumitomo Corporation, Japan, and Krishna Group. KCPL has launched the new Krisumi Waterfall Residencies - a mini-Japanese waterfall residency in Gurgaon. The Company uses Farvision as its software for recording invoices.
- 1.2 KCPL requires assistance from MGC Global in assisting the Company to assess and develop SOP(s) relating to Administration cycle.
- 1.3 This proposal cum draft engagement letter sets out the terms of reference for the same.

2. SCOPE OF WORK

- 2.1 The scope of our work entails documentation of SOP (*to be process*) pertaining to administrative cycle and activities associated with it. The activities which would form part of documentation of SOP will be as follow:

- Electricity;
- Food expenditure;
- Security;
- Car Purchase;
- Senior management expense;
- Repairs and maintenance;
- Travel;
- Fuel;
- Horticulture;
- Housekeeping;
- Cab & car rental;
- Conveyance;
- Stationery;
- Rent; &
- Miscellaneous expenses.

AK

3. APPROACH

3.1 Our approach for developing the SOP will entail the following steps:

- Building on our understanding to-be process based on significant drivers; threat and opportunities; policies, procedures, and systems; management style and operating environment along with benchmarking existing process with the best industry practices;
- In discussions with yourself and key members of your management/staff, identifying the philosophy that will need to be incorporated in the desired policy, persons responsible and authorized staff to make and implement the relevant policy decisions; &
- Clearly outlining the flow of decision-making for management and relevant personnel to which delegation can be done.

4. TIMETABLE

4.1 We can commence this engagement on September 18, 2023 and will be able to share the draft SOP within 20 working days.

4.2 Due to the nature of this assignment, these timeframes are indicative and may vary somewhat, depending on the timely availability of information and time of the representatives of the Company whom you would identify to interact with us.

5. FEE

5.1 Our fee is based on our estimate of time required for us to do sound professional work and the level of staff assigned to the engagement. Monish G Chatrath (*Managing Partner*) will be your concurring review partner, Sarthak Taneja (*Associate Partner*) will be your engagement partner and Meenakshi Chauhan (*Senior Manager*) shall direct the delivery. Our discounted fee for this engagement shall be INR 2,25,000 which will be billed as follows.

#	Particulars	Proportion
1.	Mobilization fee on commencement	35%
2.	Submission of draft procedures/policies	55%
3.	Submission of final procedures/policies	10%

5.2 Goods and service tax (as applicable) shall be levied additionally. Out of pocket costs such as travel, and incidentals shall be charged at actuals and our policy is to keep these costs down to a minimum.

5.3 Our fee estimate is based on anticipated cooperation from the Company and the assumption that unexpected circumstances will not be encountered during our analysis. If significant additional time is necessary, we will inform you of the same, well in advance of the scheduled timetable. We will keep you informed of any problems that we encounter, which may need adjustments in our fees. Our invoices will be rendered as per clause 5.1 above and are payable on presentation.

5.4 In accordance with our Firm's policies, work may be suspended if your account becomes ten days or more overdue and will not be resumed until your account is paid for in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended by our Firm through the date of termination.

6. LIMITATION OF LIABILITY

6.1 We take pride in the quality of our work and will do our best to provide you with outstanding professional services. However, in the event you are dissatisfied with our services, it is understood that our maximum liability to the Company for any reason, including our Firm's negligence, relating to our services will be limited to the fee paid to our Firm for the services or work product giving rise to the liability. In no event will our liability under the terms of this letter include responsibility for any claimed incidental, consequential or exemplary damages.



AK

September 14, 2023

The management

Page | 3

6.2 The liability of our Firm to the addressees of the engagement letter in connection with any report or communication relating to this engagement and/or prepared pursuant to it shall be limited to the proportion of the total damage which may justly and equitably be attributed to our Firm, after considering contributory negligence (if any) of the addressees. No employee or partner of our Firm or of MGC Global Risk Advisory LLP shall have any individual financial liability for the work performed. The aggregate liability of our Firm shall be limited to the amount of the fee received on this assignment.

7. OTHER MATTERS

7.1 The scope of our work is as set out in this engagement letter. We will exercise all reasonable and proper skills and attention necessary to discharge our duty of care to you within the parameters of the scope of our work.

8. CONFIRMATION

8.1 We shall be grateful if you would acknowledge agreement with this letter by signing the enclosed copy and returning it to us.

We look forward to working with you.

Yours faithfully,

Monish Chatrath

Monish G Chatrath

Managing Partner

I hereby confirm that MGC Global Risk Advisory LLP is engaged to execute this engagement in accordance with the terms set out above.

Signed:

Akash Khurana

Name:

AKASH KHURANA

Title:

CEO

For and on behalf of Krisumi Corporation

Date:



MGC GLOBAL RISK ADVISORY LLP

www.mgcglobal.co.in

Head office: 323, 324 & 327 Square One Building, Saket District, New Delhi 110 017, India
LLP Identification Number: AAE - 4383