

<div><div>SPARK</div><div>MINDA</div></div>		<h1>PURCHASE ORDER</h1>			
Vendor R K ASSOCIATES VALUERS & TECHNO ENGINEERING CONSULATANTS PRIVATE LIMITED D-39, SECOND FLOOR SECTOR-2 NOIDA 201301 NOIDA		P.O. NO: 4300038995 Date: 05.12.2023 Amendment No: 0 Reason for Amnd: Amnd Date: Doc Type: PO-Service From : 1003		Company MINDA CORPORATION LTD. D-6-11, Sec59, Noida 201301 UTTAR PRADESH INDIA	

Reg Office: A-15, Ashok Vihar, Phase-I,Delhi 110052	Phone : (91-120)-4787100(12) & Fax : (91-120)-4787200(13) CIN No. :	Web Site : www.minda.co.in
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Valid From: 05.12.2023	VENDOR CODE: 900406525	Quotation Ref:: APP BY MSB	ECC No :
Valid up to : 31.03.2024	PAN No. AAHCR0845G	Indent Ref: 0020464128	
GSTIN of Plant : 09AAACM0344C1Z1		GSTIN of Vendor: 09AAHCR0845G1ZB	

Payment Terms : 30days +0 Trn Prd	Our Bankers:	Term of Delivery: EXW EX WORKS
Currency: INR		Payment Through: Bank Transfer

S.No	Description	Part Code	Quantity	UOM	Rate	Value	Discount	Freight	Insurance	Total Value	CGST %	CGST Amt	SGST %	SGST Amt.	Gross Amt
1	Project Work Architecture Verification HSN : 998719		1.000	AU	75000	75000.0000	0.00	0		75000	9	6750	9	6750	88500.0000

* The item covers the following services

PO Line No	Service No	Description	Quantity	UoM	Price	Value
1	3001381	AM10Repair & Maintenance - P & M	1.000	EA	75,000.00	75,000.00

Additional Item Description



PURCHASE ORDER

Vendor
R K ASSOCIATES VALUERS & TECHNO
ENGINEERING CONSULTANTS PRIVATE
LIMITED
D-39, SECOND FLOOR
SECTOR-2 NOIDA
201301 NOIDA

Vendor Code: 900406525
PAN No. AAHCR0845G

P.O. NO: 4300038995
Date: 05.12.2023
Amendment No: 0
Reason for Amnd:
Amnd Date:
Doc Type: PO-Service

MINDA CORPORATION LTD.
D-6-11, Sec59, Noida
Phone: (91-120)-4787100(12)
Email: matl@mindacorporation.com
Fax No: (91-120)-4787200(13)
Reg Office: A-15, Ashok Vihar, Phase-I, Delhi 110052

Amount in words: EIGHTY EIGHT THOUSAND FIVE HUNDRED Rupees	Grand Total: 88500.000
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Terms and Conditions :

- 1 . An acknowledgement/acceptance to this PO should be sent to the concerned buyer by email within 3 working days; otherwise will be considered as accepted.
- 2 . Ours is totally computerized system. Our PO number, date, vendor code , Minda Part no., latest revision no. must be indicated on invoice/challan otherwise payment will not be processed.
- 3 . Excess quantity will not be accepted beyond the PO quantity and no material will be accepted beyond validity date of PO. Goods to be delivered as per delivery schedule.
- 4 . Goods must be securely packed to withstand normal hazards in transit upto destination. Goods must be packed adequately to prevent any damage in transit, need to follow "3C".
- 5 . PO enforces all terms and conditions mentioned overleaf and "GPA" whether signed by supplier or not.
- 6 . PDIR and raw material test report should be accompanied with the material along with the invoice.
- 7 . Supplier must ensure all regulatory and statutory requirements.
- 8 . Total invoice/debit note value including GST will be paid as per our agreed payment terms
- 9 . We retain the right to debit supplier accounts (without any prior information) if the GST amount is not updated in the GST network as on date notified by Government. Such will be re-credited only when the GST amount gets updated in Spark Minda's account in the GST network
- 10 . Supplier must adhere 4M Change Management System, any changes on account of 4M must be informed & prior approval to be taken before despatch of material against PO.

PREPARED BY

VERIFIED BY

AUTHORIZED SIGNATORY

OF

GENERAL TERMS & CONDITION OF PURCHASE ORDER:

The following terms and conditions shall apply to all purchases of goods, services, and jobs ordered or entrusted by Minda Corporation Limited, hereinafter referred to as the "Buyer," from the party on whom such order for goods or services is placed or to whom any job is entrusted, hereinafter referred to as the "Seller." These General Conditions constitute the entire agreement between the Buyer and Seller, unless otherwise expressly stated.

1. ACCEPTANCE OF TERMS:

This Purchase Order may be accepted by delivering the goods by the specified delivery date. This Purchase Order is limited to the terms and conditions: (i) specified herein; (ii) specified on the face of the accompanying Purchase Order; and (iii) specified in the GPA with Seller. Acceptance of all or part of the goods or services shall not (i) waive Buyer's right to cancel or return all or any portion of the goods that do not conform to the Purchase Order; (ii) bind Buyer to accept future shipments of the goods; or (iii) preclude Buyer from making any claim (including, but not limited to) damages or breach of warranty. All purchases are subject to inspection and rejection by Buyer notwithstanding prior payment. Rejected goods will be returned at Seller's expense for transportation both ways inclusive of all costs. No goods returned as defective by Buyer shall be replaced by Vendor without written permission of Buyer. Buyer may at any time, by written order, make changes within the general scope of this Purchase Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of this Purchase Order, Seller may request an adjustment in the price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly upon agreement by the parties.

2. CONDITION OF CONTRACT AND DELIVERY TERM:

The goods shall be in strict conformity with the description, the drawings and the specifications of the Purchase Order and annexure if any. The Seller will not change any specifications without the prior consent in writing of the Buyer. The goods shall be delivered within the stipulated time, the time of delivery being the essence of the contract. In the event of a breach of any of these two conditions, the Buyer shall have the right to reject the goods and purchase such goods from other sources on the Seller's account and risk in which case the Seller shall be liable to pay the Buyer the difference between the price at which such goods have been purchased and price calculated at the rates set out in this order and also claim other damages there from, including damages for loss of production and profits, loss on account of consequential breach of other contracts, if any. In the alternative the Buyer may retail such goods, in part or in whole and claim from the Seller such responsible amount as to compensate the Buyer for non-conformity of goods with the description. Specification drawings and samples and/or late delivery thereof. The Buyer may at any time postpone delivery of any of the articles ordered herein for a reasonable time.

3. BLUE - PRINTS AND SPECIFICATIONS:

Any blue-prints, designs, prototypes, pictorial representation etc. given by Buyer and/or prepared under his instruction shall at all times remain the property of the Buyer and the same shall not be used by the Seller for any purpose other than the manufacturing of goods for the Buyer or other purposes as the Buyer may specify. Such information, samples etc. shall not be divulged or shown to any party or reproduced by any method. The Seller shall keep all such materials in safe custody and shall be responsible for its loss, damage or misuse. The said material shall be returned to the Buyer on demand and on completion of the contract.

4. TOOLS & FIXTURES:

Any tools and fixtures delivered by Buyer or manufactured in accordance with Buyer's instructions will remain the property of Buyer along with the blue-print specifications as aforesaid. The Seller can maintain and replace wherever necessary, the tools, fixtures and equipment at his own cost.

5. PLACE OF DELIVERY:

(a) The Seller must keep the packing list indicating the Quantity/Item contained in each package or carton.

(b) Unless otherwise specified the goods will be accepted by the Buyer at their work on all working days between 9 00 A.M. To 5:00 P.M. Only store officer is the authorized persons to accept material and sign. Challans. The company declines all responsibilities of payment if delivery is not affected as directed.

6. PACKING:

The goods supplied under this order must be packed properly and in conformity with accepted standard to ensure state transportation and receipt at the Buyer's premises. No material will be allowed in gunny-bags/Bori. If any material comes in gunny bags/Bori then MCL reserves the right to transfer the material in Bins and debit the transferring cost to Seller without any further discussion.

7. EXAMINATION OF GOODS:

The Buyer shall have the right to examine/inspect the goods at supplier's or his sub-suppliers end, irrespective of the fact that the goods are delivered to the Buyer by the Seller at the Seller's place or at the Buyer's factory or are dispatched as per Buyer's instructions the good shall always be subject to detailed examination at the Buyer factory or any such other destination as specified in the order for ascertaining whether the goods are in conformity with contract or not and until then in no event the Buyer shall be deemed to have accepted such goods. The Seller shall provide necessary test certificates, report etc. to the Buyer for establishing conformity to specifications, drawing etc.

8. REJECTION:

In the event of the goods not being found at any stage, including the assembly stage to be in accordance with the description, sample, quality un-merchantable or being damage or broken or being otherwise until for the purpose intended/specified by the Buyer, the material will be deemed as rejected.

The Buyer shall, in its discretion be entitled to:

- (a) Reject the same and cancel the contract or
- (b) To accept the goods partly, or
- (c) Get the material rectified by an outside agency for the defects in the goods at the Seller Cost
- (d) Get the material rectified by the Seller as per specification at the Seller's Cost

In any of the aforesaid events, the Seller shall be liable for damages caused to the Buyer, including expenses incurred for extra inspection charges and all other costs and charges incidental thereto.

9. TAXATION:

(a) The Seller shall be responsible for complying with the GST Act and Rules made thereunder.

- i. All invoices should be sent with full particulars such as purchase order No; Date, with proper instructions, together with E Way bill & E Invoice wherever applicable. Failure to comply with this will delay the settlement of payments.
- ii. Vendor shall issue GST compliant tax invoices as envisaged under GST Law containing details such as our GSTINs (as communicated), HSNs, tax etc. as required under rule 46 of CGST Act, 2017. Further, such invoice should be captured by the vendor in his outward supplies statements i.e. GSTR1 in the month when the supply was made. Further, relevant tax on such invoice should be duly deposited with the government exchequer by the vendor so as to enable us to claim input tax credit.
- iii. Any failure/ mistakes on the part of vendor at the time of issuance of invoices or reporting in GSTR1 (GST returns) or while depositing relevant tax, would lead to a situation of holding back vendor payments. Thus, in case of situation where we are facing any denial or reversal of input tax credit of GST so recovered by the vendor from us, we would be entitled to recover so much amount including interest or penalty as applicable.
- iv. Further, since government has introduced the concept of e-invoices for the specified suppliers with the intent of covering all the suppliers within its purview from the date notified, we would only accept invoices which are having details such as IRN and QR code as mandated by GST provisions."

(b) Except GST, all applicable Taxes shall be solely payable by the Seller, unless otherwise specified in the Purchase Order. The Seller shall deposit the applicable GST with the relevant Government Authority and file returns and such other analogous statutory filings with respect to GST, in accordance with the manner and timelines stipulated under Applicable Laws. If the Seller fails to comply with its obligations, the Buyer shall be entitled to: (i) withhold payments due to the Seller under the PO Documents; and/or (ii) invoke the Bank Guarantee(s) (as applicable), to the extent of the amount of GST that has not been deposited by the Seller with the Government Authorities, along with any interest, fine and/or penalty, as may be levied under Applicable Laws.

(c) Wherever Seller is not responsible to charge GST on Buyer and Buyer is responsible to pay GST to government under reverse charge mechanism, Seller has to submit invoice within 10 days along with all supporting documents to Buyer. In case of delay in submission of invoice, there will be interest liability to the Buyer while payment of IGST under RCM, which will be further recovered from Seller. Interest rate will be as specified in GST law.

10. REMOVAL OF GOODS:

Within 7 days from the receipt of the intimation from the Buyer, the Seller shall remove the rejected goods at his own cost or the Buyer may at his option dispatch the said goods to the Seller's last known address at Seller's cost. The Buyer shall not be responsible for damage loss or deterioration of the goods. In the event of the removal of the goods of after a period of 15 days. the Buyer shall also have the option, without further notice, to sell the goods by private treaty of public auction and appropriate the amount towards the claim if any due to the Buyer from the Seller, and or the Seller shall pay to the Buyer reasonable storage charges for such rejected goods for the period exceeding 15 days as aforesaid.

11. PAYMENT TERMS:

Goods dispatched by the V.P.P. (Value Payable Post) or by documents through Bank will not be accepted unless so agreed upon previously in writing. No interest will be payable on overdue accounts. No upward revision or price shall be permitted during the period of contract based upon PO. Payment due date shall be calculated based upon material receipt at MCL plants and rest other conditions as mentioned in PO.

12. RIGHT OF BUYER TO SET OFF:

The Buyer is entitled to recover from the Seller any sum due from them on any account which includes damages, rework, segregation or penalty etc., whether in respect to supplies under this order or under any of their previous purchase order by deducting such sum from the amount due to them, to the Seller.

13. WARRANTY:

The Seller shall be responsible and liable for free of cost replace/repair at the option of the Buyer the goods supplied against the order or any part thereof that needs replacement or repair by reason of any defect in composition or substance of material or workmanship or process of manufacture or the design of the goods brought to the notice of the Seller within 12 months of use, guarantee period being limited to 20 months from date of delivery.

14. QUALITY AND COMPLIANCE:

The Seller guarantees that all goods and services provided comply with applicable laws, regulations, and industry standards. The Seller shall ensure that the goods or services meet the required specifications, are free from defects, and are fit for the intended purpose.

15. FORCE MAJEURE:

Neither party hereto shall be considered in breach if its failure to perform or observe any or all of the terms, conditions and stipulation herein contained shall be caused to any extent by war acts or State, fire, floods, earthquakes, strikes, lock-outs embargo interruptions of traffic, note and civil commotion where they are not attributable to the party concerned provided further that such occurrences of the consequences thereof which have not continued beyond continuous thirty days shall not be regarded a state of Force Majeure for the purpose of this clause.

16. LIMITATION OF LIABILITY:

Buyer's liability to pay any amount to Seller for any reason shall not exceed the amount Buyer has agreed to pay Seller for the goods. Buyer shall not be liable to Vendor for any consequential, incidental or special damages or commercial losses arising from the purchase of goods and/or services regardless of the cause of action or the form of the claim for damages, and even if Buyer is informed of the possibility of such damages.

17. SELLER'S INDEMNITY & LIABILITY:

Seller shall indemnify, defend, and hold harmless Buyer and its Affiliates and their respective agents, employees, customers, and users of its and their products against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses, or liabilities, including reasonable attorneys' fees, resulting from the death or injury to any person or damage to any property arising out of or in any way connected with the performance of this Purchase Order or Release or the Products and/or services provided hereunder, or with respect to matters and allegations that the Products and/or services are defective, unfit or unsafe, or do not meet applicable laws or regulations, even if the loss results from the concurrent or partial negligence of Buyer. At Buyer's request, Seller shall defend such claims or suits at Seller's expense by reputable counsel satisfactory to Buyer.

In no event shall Buyer be liable to Seller for anticipated or lost profits, penalties, incidental or consequential damages, punitive damages, or property damage. Seller shall take the complete liability for all such direct, indirect, consequential and incidental damages.

18. ARBITRATION:

All disputes or differences arising out of or in connection with or incidental to this T&C between the Buyer and the Seller, which cannot be settled by negotiation within 30 (thirty) days, will be settled upon request of either Party by Arbitration to be held in accordance with the rules of the Indian Arbitration and Conciliation Act, 1996 or any amendments/notifications for the time being in force. The Arbitration will be conducted in English language. The seat of Arbitration shall be at New Delhi. Both the parties will appoint a sole Arbitrator mutually. Any ruling by the Arbitrators will be final and binding on the Parties and may be entered in the court having jurisdiction in respect of the same. Each Party will bear its own attorney's fees associated with the Arbitration. Both Parties shall equally share the costs of the Arbitration, including the Arbitrator's fee; except where costs are imposed on a Party by the Arbitrator.

19. DISPUTES:

All disputes relating to this order or relating to the price or the goods supplied there under or otherwise arising thereof between Seller and the Buyer shall be subject to and be referred to the court or competent jurisdiction situated within the limits of DELHI. Neither the Seller nor the Buyer shall take or adopt any legal proceeding to enforce any claim against the other relating to this or arising there from in any court other than the court of competent jurisdiction located within the limits of Delhi

20. MATERIAL SENT UNDER JOB WORK AS PER EXCISE RULES:

In the event of non-return/delayed return of excisable materials sent for work, the applicable excise duty with the material cost will be recovered from the payment due of the Seller.

21 . T.D.S./T.C.S.

The case of materials sent for job work, T D.S./T.C.S. will be applicable and will be deducted from the payments due, as per the Income Tax Act 1961.

22. GOVT. SAFETY & ENVIRONMENTAL REGULATIONS:

All items/material supplied by Seller shall satisfy current Government & safety constraints on restricted, toxic & hazard Buyer materials as well as environmental electrical & electromagnetic consideration, applicable to the country of manufacture & sale.

23. GENERAL PURCHASING AGREEMENT:

The Seller is required to sign the General Purchasing Agreement (GPA) without exception. In the event that the Seller fails to sign the GPA but continues to supply materials to the Buyer, the Seller is still bound by all the terms and conditions outlined in the GPA.

The Supplier acknowledges and agrees that the supplied product's Design & Technology does not infringe upon any intellectual property rights. Any issues related to infringement of Design & Technology will be the sole responsibility of the Seller.

In case of any inconsistencies between the provisions of this General Terms & Conditions and the GPA, the provisions of the GPA shall take precedence.