

Purchase Order

Livspace India Pvt LTD Shop No SRG 7 & SRG 8, Ground floor,Business Square,CTS no.7007/1,Trimbak link road,Tehsil,Nashik District 422005, Nashik, Maharashtra - 422005,	Purchase Order No: PO/JUL25/105 RFQ Number : RFQ00837	Date : 14-07-2025
Vendor : AEON AIRCONDITIONING SOLUTIONS (8416) Office No 108 & 109. Devashree Garden Commercial Complex R W Sawant Marg. Above Sheetal Dairy. Rutu Park. Thane, Maharashtra, India, 400601 GST : 27AYYPS2229K1ZK PAN : AYYPS2229K Email : asim.shaikh@aeonacsolutions.com Mobile : 9820580008	Bill Location Livspace India Pvt LTD Nashik EC/Office-CAPEX-EC Retail Operations Team(000066012) Shop No SRG 7 & SRG 8, Ground floor,Business Square,CTS no.7007/1,Trimbak link road,Tehsil,Nashik District 422005 Nashik - 422005	
Project Name: Pid-3788239 Bello Nashik, Maharashtra (PRJ113)		
Task Name: C&I Works (TSK001)		
Payment Terms		

S.No.	PR No.	Product Name	Product Description	Qty	UOM	Unit Price (INR)	Required By	Amount	CGST (INR)	SGST (INR)	Total Amount
1	PR/JUL25/072	Supply, installation, testing, and commissioning of HVAC High Side works (PRD322)	The attached annexure is an integral part of this work order.	1	Ls	341400	21-07-2025	341,400.00	47,796.00 (14.00%)	47,796.00 (14.00%)	436,992.00
2	PR/JUL25/072	Supply, installation, testing, and commissioning of HVAC Low Side works (PRD323)	The attached annexure is an integral part of this work order.	1	Ls	460025	21-07-2025	460,025.00	41,402.25 (9.00%)	41,402.25 (9.00%)	542,829.50
Sub Total											801,425.00
Total CGST											89,198.25
Total SGST											89,198.25
Total											979,821.50

Amount in Words (INR): Nine Lakh Seventy Nine Thousand Eight Hundred Twenty One and Fifty Paise

Delivery Location :
Nashik EC/Office (000066000), Nashik, Maharashtra, Shop No SRG 7 & SRG 8, Ground floor,Business Square,CTS no.7007/1,Trimbak link road,Tehsil,Nashik District 422005, Pincode - 422005

Packaging Details :

Advance Amount : 400,712.50

Advance Amount Percentage : 50

Note*: This is Computer Generated PO and Signature is not Mandatory.

Company's CIN : U52390KA2014PTC07498

Company's GSTIN : 27AADCH4222R2Z8

Terms & conditions :

1. A 50% advance amount will be paid within 10 working days of the PO issue date
2. The advance will be calculated based on the pre-GST amount.
3. Warranty: 1 year from the date of Installation.
4. LD Clause: 1% per day or part thereof up to a maximum of 10% of contract value for failing to achieve the Milestones, both intermediate and final, as mutually agreed.
5. DLP Period: 12 months.
6. Upon submission of the final tax invoice, the vendor must also submit the Materials Test report, Warranty and Guarantee documents, and a one-year DLP copy on the company letterhead. as per the handover documents checklist.

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Company Terms :

PURCHASE ORDER TERMS AND CONDITIONS

1. General: The Company does not accept any responsibility for any order unless an official Purchase Order is shared and duly signed by an authorized signatory. However, no physical signature is required in case of an electronic copy generated through the system. Vendors are encouraged to acknowledge this purchase order either via email or via the digital portal. In the absence of such acknowledgment, it shall constitute full acceptance by the Vendor of the terms and conditions herein.

2. Payment Terms: The payment schedule is mentioned on the face of the purchase order unless otherwise mentioned on the face of the purchase order the default payment term will be 60 days from the date of delivery of goods or completion of services to the satisfaction of the Company. All invoices shall indicate the purchase order identification number.

3. Delivery Terms: Vendor shall deliver the goods or services as mentioned on the face of the Purchase Order. Acceptance of such delivery of goods or services shall not constitute an approval of the goods and services in a case where payment is made in advance. The Company reserves the right to reject the goods or services after quality inspection and the decision of the Company shall be final in this regard. Goods are to be delivered within the time specified in the Purchase Order failing which the Company shall be at liberty to cancel the order (in part or in full) and/or purchase the undelivered quantity of goods from other sources. The Vendor shall reimburse the Company the additional cost incurred by way of an increase in price and incidental expenses in connection with such purchases from other sources if any. The company's own offices, experience centers, and warehouses remain closed on Sundays and other notified holidays. Goods will be accepted at all destinations on all working days between 9.00 am to 4:00 pm. The vendor shall confirm a delivery time on the phone, or by e-mail prior to dispatch of materials to the respective point of contact.

4. Quality Inspection: Goods or services not adhering to the Company's specifications/quality standards / pre-shipment samples are liable to be rejected and the Company's decision in this regard shall be final. Rejected goods other than printed/promotional materials should be collected back within 3 days on receipt of intimation by the Vendor at his own cost and expenses, failing which the rejected material will be booked to the Vendor on freight to pay basis at Vendor's risk and cost. Vendor shall reverse the invoices and issue credit notes and in case of advance payment done to Vendor, shall repay advance so received before taking back the rejected goods. If any defects or discrepancies are notified in the supply at a later date, which went undetected at the time of supply, they shall be freely replaced by the Vendor. Rejected printed material will be destroyed by the Vendor in the presence of the Company's representatives at the Company's premises.

5. Taxes: The Vendor is responsible to comply with all the prescribed GST rules applicable to it. The Vendor shall provide a proper invoice in the form and manner prescribed under GST Invoice Rules containing all the particulars mentioned therein. The vendor shall also report the transaction in GST to return within the prescribed time of raising the invoice to enable the Company to claim GST input credit. In the event that the Vendor fails to provide the invoice in the form and manner prescribed under rules, Company shall not be liable to make any payment against such invoice. In the event input tax credit of the GST is denied by the GST authorities to Company, Company shall be entitled to recover such amount from the Vendor by way of adjustment from the next invoice. Further to the amount of GST, Company shall be entitled to recover interest at the applicable rate and penalty imposed by the GST authorities on Purchaser. Non-compliance with GST rules and non-receipt of the input tax credit may lead to the termination of the Purchase Order.

6. Environmental Compliance: The Vendor shall at all times comply with applicable central and state environmental laws with respect to hazardous waste, solid waste, plastic waste, electronic waste, construction demolition waste, e-waste, batteries, and any other applicable rules. Vendor shall provide necessary documents to Company for audit purpose as and when demanded. Non-compliance with the applicable environmental laws may lead to termination of the purchase order without cause.

7. LIMITATION OF LIABILITY: COMPANY SHALL NOT BE LIABLE TO THE VENDOR FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OR COMMERCIAL LOSSES ARISING FROM THE PURCHASE OF GOODS OR SERVICES REGARDLESS OF THE CAUSE OF ACTION OR THE FORM OF THE CLAIM FOR DAMAGES, AND EVEN IF COMPANY IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF THE COMPANY SHALL ALWAYS BE NIL. THE VENDOR SHALL INDEMNIFY THE COMPANY AT ACTUAL ALL THE COSTS INCURRED BY THE VENDOR ON PART OF DEFAULT OF THE VENDOR INCLUDING LEGAL FEES.

8. Confidential Information: The Vendor shall maintain confidentiality and prevent disclosure of Confidential Information with at least the same degree of care as it uses to protect its own confidential information. The Vendor agrees not to disclose Confidential Information to any third parties and shall restrict disclosure of Confidential Information only to a limited group of Vendor's directors, concerned officers, employees who need to have access to the Confidential Information and each of whom shall be informed by Vendors of the confidential nature of Confidential Information and agree to observe the same terms and conditions set forth herein as if specifically named a Party hereto. In the event, the Confidential Information is required to be disclosed to any subcontractor of the Vendor, the Vendor shall obtain the prior written consent of the Company and shall enter into a Confidentiality Agreement with such subcontractor on the similar terms and conditions as set forth herein.

9. Intellectual Property: All intellectual property rights in the logos, brands, and trademarks of the Parties used in furtherance of this Purchase Order shall vest with the Company. Vendor acknowledges that the Company owns and retains all the Intellectual Property Rights including but not limited to designs, copyright, drawing, software, or any other prevalent intellectual property rights in or to the Confidential Information in the Company Property (including documents, drawings, designs, data, know-how, software, databases, processes, inventions, and discoveries). The intellectual property rights of whatever nature shall always be and shall remain vested in the Company. Where required the Company hereby grants to the Vendor with effect from the date of this Purchase Order a non-exclusive and non transferable rights to use its Intellectual Property for its own internal business purposes only. The Vendor shall not be entitled to sub-license the use of the whole or any part of the Intellectual Property. The Vendor shall not without the prior written consent of the Company disclose any part of the Information to any person. The Vendor shall indemnify the Company against any loss or damage which the Company may sustain or incur as a result of the Vendor failing to comply with such undertaking.

10. Representations and Warranties: The Vendor hereby represents and warrants that its goods and services are in good order and compliant with all applicable laws and regulations and will not infringe any legislation in India or foreign concerning patent, design, copyright, or trademark, the conduct of legitimate business activities, corporate power and authorization; governmental approvals; proprietary information MOUs with employees; and that there have been no restrictions by any regulatory authority in conducting the business.

11. Insurance: If the Vendor, by the terms of this Purchase Order is required to execute any work in the Company's, customers, partners, or affiliate premises, then the Vendor shall be responsible for any damages or injuries to persons and/or property caused as a result of fault or negligence or for any reasons whatsoever. Transit insurance will be covered by the Vendor for all risks up to the delivery center and insurance charges will be to the Vendor's account unless otherwise specified. The vendor shall at all times have appropriate insurance cover to cover such damages. At no point in time Company shall be responsible for any damages. The vendor shall maintain adequate workmen compensation insurance and any other insurance applicable.

12. Legal Metrology: Vendor shall comply with Legal Metrology Act, 2009 and its relevant rules and regulations. Any product delivered which is not in compliance with the Legal Metrology Act 2009 shall be eligible to return to the Vendor at its own cost. The company is not liable for any cost, loss, or expenses incurred by the Vendor. Any costs, penalties, legal expenses, out of pocket expenses incurred by the Company because of non-compliance with the Legal Metrology Act 2009 by the Vendor will be debited from the Vendor's next month payable amount immediately without any prior notice. The Company will inform the respective Vendor about the action taken by the Legal Metrology department. The liability of the Vendor under this clause shall be over and above the liability mentioned in the indemnity clause under this agreement and the same shall be treated separately. Any limitations of whatsoever nature agreed under this agreement shall not apply to this clause and the liability of the Vendor shall be on the actual costs, penalty, legal expenses, out of pocket expenses incurred by the Company. The Vendor shall support the Company in all manner for any details, documents, license copies, or any other information or data required. The decision of the Company shall be final and binding on the Vendor.

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13.Compliance: Vendor shall at all times comply with all the applicable central and state laws not limited to direct and indirect tax, excise, labor laws, factory act, provident fund, and ESIC. The vendor shall regularly basis deposit PF and ESIC amounts to respective authorities and submits challans immediately upon request. The vendor shall comply with applicable safety conditions in its premises and shall allow the Company to visit and inspect the same as per Company's requirements.

14.Cancellation and Termination: The Company may cancel an order for any reason or no reason prior by providing written notice to the Vendor and may immediately cancel the Order, even after shipment or initiation of service, by providing written notice to Vendor if the Vendor breaches any term or condition of the Purchase Order or becomes insolvent or subject to any proceeding under any bankruptcy or insolvency law. The decision of the Company shall be final and binding on the Company. The vendor shall provide at least 15 days before the scheduled delivery for its inability to continue with the delivery of goods or services. If no prior intimation is provided the Company has the right to deduct an appropriate amount from the amount payable to the vendor.

15.Audit and Inspection: The Vendor shall maintain complete auditable records of all financial and non financial transactions relating to this Purchase order for a period of at least three (03) years after the termination or expiration of this Purchase Order. The Vendor shall provide access to the Company, its internal and external auditors, inspectors, and regulators, at reasonable times, to sites where either Vendor or any of its subcontractors are providing Services, to personnel, and to data and records relating to the Services for any reasonable business purpose, including audits, examinations and inspections relating to (a) the accuracy of charges and invoices, (b) Vendor's compliance with applicable laws or regulations, (c) Vendor's compliance with the terms of this Purchase Order, (d) Vendor's compliance with safety and security procedures with respect to its facilities, if any, and Company Data, and (e) the conduct of Vendor's operations and procedures.

16. Force Majeure: In the event, Vendor is delayed or prevented from performing its obligations hereunder, due to any cause beyond its reasonable control, including but not limited to earthquake, tsunami, flood, war, Government sanctions, pandemic, epidemic, and Acts of God or civil unrest ("Force Majeure"), such delay shall be excused during the continuance of delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of the delay has been resolved. In the event, that any such delay continues for a period of more than thirty (30) days, the Company may terminate this Purchase Order under which performance is delayed upon prior written notice to the Vendor.

17.Arbitration: In the event of any dispute arising out of or in relation to this Purchase Order, the Parties shall try and resolve the dispute amicably in good faith through negotiations. In case the dispute is not resolved within a reasonable time, the Parties agree to submit the same for arbitration to a sole arbitrator appointed by the Company. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in the English language and the venue shall be Bangalore, Karnataka. The award of the arbitration proceedings shall be final and binding on the Parties. Each party shall be borne its own cost for Arbitration Proceedings. The cost of Arbitrators shall be borne equally by both parties.

18. Jurisdiction: This Purchase order shall be governed by and construed under the laws of India. Subject to the arbitration clause above, any dispute arising out of or in relation to this Purchase Order shall be submitted to the sole jurisdiction of the courts of law in Bangalore, Karnataka.

GST Annexure

1. The "Company" as mentioned hereunder refers to - *"Livspace India Pvt Ltd"*

2. For the purpose of this document, the expressions shall have the following meanings:

I. "GST" means any tax imposed on the supply of goods and/or services under GST Law.

II. "Cess" means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

III. "GST Law" means IGST Act, 2017, CGST Act, 2017, UTGST Act, 2017and SGST Act, 2017and all related ancillary Rules and Notifications are issued in this regard from time to time.

3. **Registration:** The Supplier warrants that the supply undertaken from the location of their supply, has a valid registration under the respective GST Law and that it would continue to be so until the supply is said to be complete, based on performance, invoice, and payment (fulfilled cumulatively). The supplier would raise an invoice for supply with the said registration number. In case the Supplier is exempted from obtaining registration under GST laws he shall submit a signed declaration (on the letterhead) elucidating the reason for not registering under GST laws.

4. **Place of Supply:** The Supplier shall determine the correct place of supply in accordance with GST Laws and state the same, distinctively in the invoice raised for supply.

5. **Taxes:**

I. The Supplier shall be responsible for all taxes/duties/fees etc. incurred until the delivery of goods to the Company. However, GST as applicable on the finished product shall be reimbursed by the Company.

II. The supplier shall determine the applicable rate of GST in accordance with the HSN/SAC classification of the goods/services to be supplied against this purchase order.

6. **Reimbursement of Taxes Charged on Invoice:** The Supplier shall be entitled to recover the taxes charged on the invoice for supply only after payment of the said taxes to the appropriate State or Central Government, based on the location of the supplier. In case of payment is made to the supplier either as advance or before the taxes are paid to the appropriate State or Central Government, the Company shall recover the GST amount levied by the supplier on its invoice/invoices issued to the Company, where the supplier defaults in GST payment.

7. **Filing of return with correct GST registration number of the Company:** The Supplier warrants that for the supply undertaken, appropriate GST returns shall be filed and submitted in the GSTN portal within the due date so as to enable the Company to avail of the Input Tax Credit. The supplier must ensure that the GSTR-1 return is filed by them in the GSTN Portal appropriately within the due date, and the same is reflected in GSTR-2B of the Company.

8. **Invoice issued for supply eWay-bill:** The Supplier shall be responsible to issue a proper and valid tax invoice for the supply containing all the prescribed particulars. The supplier shall issue an e-Invoice in case e-invoice provisions are applicable to the supplier. In case the supply involves the movement of goods, the Supplier shall be responsible to move the goods on a proper and valid eWay-bill, as prescribed under GST law for the delivery of the said goods to the Company.

9. **Withholding of GST:** In case the GST law so provides, the Company shall withhold applicable GST for the said supply and pay the GST so deducted to the appropriate GST authority. The Company will issue the prescribed certificate or file the prescribed returns, as provided under law, to evidence the tax withheld.

10. **Reverse charge:** In case the GST is payable on a reverse charge basis by the Company, the invoice issued by the Supplier shall categorically state the same.

11. **Anti-profiteering measure:** The Supplier warrants that any reduction in the rate of tax on any supply of goods or services or the benefit of the input tax credit shall be passed on to the Company by way of commensurate reduction in prices charged for the supply of said goods or services.

12. **Set-Off:**

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I. The Company may set off any amount the supplier or any affiliated entity owes to the Company against any amount the Company owes to the vendor under this purchase order.

II. The supplier ensures that it adopts and follows GST law requirements without deviating in timely submissions and compliances. In an event of any recovery of proceedings initiated by the GST authorities incommensurate with Section 79 of the CGST Act, 2017, the supplier authorizes the Company to discharge the demand (to the extent of payments owed to the supplier) to GST authorities. The Company stands indemnified against all such payments made to GST authorities and the Supplier shall hold the Company and its directors/officers harmless against such demands in future

13. **Timely Submission of Invoices:** Invoices must be submitted within 2 months from the date of supply of service/goods. In case of the invoice submission is delayed beyond 2 months, the Company reserves the right to reject the GST amount (SGST+CGST or IGST) or full value of the invoice.

GST Invoice Format

A GST Invoice must have the following mandatory fields-

- Name, address, GSTIN of the supplier (if registered).
- Invoice number and date
- Customer name and GSTIN
- Shipping and billing address
- Place of supply
- HSN code/ SAC code
- Item details i.e. description, quantity (number), unit (meter, kg, etc.), total value
- Taxable value and discounts
- Rate and amount of taxes i.e. CGST/ SGST/ IGST
- Whether GST is payable on a reverse charge basis
- Signature of the supplier
- IRN number/ QR code (If applicable)

Non-GST Invoice Format

If the recipient is not registered and the value is more than Rs. 50,000 then the invoice should carry:

- name and address of the recipient,
- address of delivery,
- state name and state code

Livspace India Private Limited (Formerly known as Home Interior Designs E-Commerce Private Limited)
 Regd. Address: Unit No R2-102, First Floor, M3M Cornerwalk, Golf Course Extension Road, SPR, Sector 74, DLF QE, Gurgaon – 122002, Haryana
 Corporate Address: 404, Campus 32, RMZ Ecoworld, Bhoganahalli Village, Varthur Hobli, Bellandur, Bangalore – 560103, Karnataka
 CIN: U52390HR2014PTC131277
 Phone +91-8068168601

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