

**ADITYA BIRLA
CAPITAL**

PROTECTING INVESTING FINANCING ADVISING

Purchase Order No	ABHFL/Admin/2024-25/PO-01289	PO Date	28/08/2024
PO Start Date	28/08/2024	PO End Date	30/09/2024
Asset Note Number		Sub Expense Type	Repairs and maintenance
Vendor Name	AEON AIRCONDITIONING SOLUTIONS	Vendor GST No	27AYYPS2229K1ZK
Vendor Address	DR AMBEDKAR ROAD AEON HOUSE,SHOP NO 6/7, OPP.SHISHU GNYAN MANDIR THANE Maharashtra IN, THANE, Maharashtra	Branch GST No	29AABCL6440R1ZV
Budget Code	BRE-09		

Sr.No.	Item Description	Unit/Quantity	Cost per unit/quantity	Total	GST(%)	GST Amount	Total Amount(Rs)
1	AC Installation at Shimoga location	1	99,990.00	99,990.00	18.00 %	17,998.20	117,988.20
Grand Total		1.0		99,990.00		17,998.20	117,988.20
Figure in words		One Lakh Seventeen Thousand Nine Hundred Eighty Eight Rupees And Twenty Paise Only.					

Billing Address	Shipping Address
Aditya Birla Housing Finance Ltd, C/O ADITYA BIRLA FINANCE LIMITED, NO.1(78), STAR A,BANGALORE, KARNATAKA, 560025	Aditya Birla Housing Finance Ltd, Sree Karthik Plaza, 2nd Floor, Durgigudi main road, Opp Lakshmi Galaxy, Shimoga ,BANGALORE, KARNATAKA, 560025
Contact Person : Jayant	Contact Person : Jayant
Contact No : 7507730918	Contact No : 7507730918

Segment Details

Segment	Cost Center	Profit Center	Distribution	Amount
COMM	ADM-CO-CO	COMMON	100%	117,988.20

PO Description :	AC Installation at Shimoga location
Additional Payment Terms & Conditions :	
Authorised Signatory	Company Stamp
NageshChavan (Section Head) Approved-29/08/2024 10:01	
Company Name	Signature with Date

Aditya Birla Housing Finance Limited

6th Cross, Victoria Layout, Victoria Road, Bangalore, Karnataka, 560025.

Registered Office

362266, Gujarat, India, Veraval. CIN : U65922GJ2009PLC083779

**ADITYA BIRLA
CAPITAL**

PROTECTING INVESTING FINANCING ADVISING

Aditya Birla Housing Finance Limited**Standard PO Terms & Conditions:****1) Definition**

- a. "Buyer" means the entity placing the Order, wherever the context so requires in the Purchase Order, shall be referred as Company the business.
- b. "Seller/Supplier" means the Person or the Entity providing Goods or Services.
- c. "Purchase Order" means order issued by the Buyer to Seller for Goods or Service.
- d. "Deliverables" means Articles or Services to be provided by Seller as described in the Order.
- e. "Intellectual Property Rights" shall mean all patents, trademarks (whether registered or unregistered), trade or business names, registered and unregistered design rights, copyright (including rights in computer software and moral rights on any deliverable), rights in relation to databases or any other intellectual property rights (whether registered or not and including applications for registration of any of them) and all rights or forms of protection of a similar nature or having an equivalent or similar effect to any of the above.
- f. "Affiliates" means directors, officers, assignees, successors and employees.

2) Warranties

Warranty Term- from the date of Supply

Seller/Supplier expressly warrants that all goods or services covered by this Purchase Order confirm to the quantity, specifications, samples, and descriptions furnished to or by the Buyer are merchantable, of good material and workmanship, and free from defect.

All goods and services are subject to Buyer's inspection. The Company's failure to inspect, accept, reject or detect defects by inspection shall neither relieve the Seller/Supplier from any responsibility for Non-Conforming Goods (as defined below) nor impose liabilities on the Company. Payment for receipt of goods or services shall not constitute acceptance of the goods or a waiver of any breach of warranty. During the Warranty period vendor shall rectify any defects or non conformities in the material supplied or installed at no additional cost to the business, failing which the business may terminate this Purchase Order, vendor shall refund all amounts paid by the business under this Purchase Order to Vendor.

3) Rejection & Replacement

If any of the Goods/Services furnished are found to be defective or otherwise not in conformity with the Contract ("Non-Conforming Goods") on delivery to Buyer/Company/the business, then the Company may, in addition to any other rights, remedies and choices it may have at Contract, law or otherwise and in addition to seeking recovery of any and all damages, losses, costs and expenses emanating there from, at its option and sole discretion and at the Seller/Supplier/Supplier's expense:

(i) Require the Seller/Supplier to immediately re-perform any Non-Conforming portion of the Goods/services and/or to immediately repair or replace the Non-Conforming Goods/services with Goods/services that confirm to all requirements of the Contract; it is the Seller/Supplier/Supplier's responsibility to collect & replace any Non-Conforming Goods delivered to the Company within seven (7) working days from receipt of non-conformance report from the Company.

(ii) Business (buyer) shall have no obligation to pay for any materials/services or Purchase that is rejected or as to which acceptance is revoked in accordance and Seller/Supplier is under obligation to refund the proportionate amount for the rejected materials/services for any reason.

4) Delivery & Transportation

The Seller/Supplier shall deliver the Goods to the delivery address defined in the Order on the date or within the delivery period with all charges included in the Price, including, without limitation in respect of customs, duty, costs, packaging, shipping, carriage and insurance. The risk of loss shall be retained by seller/supplier until delivery of deliverables at the location specified on this Purchase order.

5) Indemnity

The Seller/Supplier shall indemnify and keep fully indemnified, defend and hold harmless the Company and its affiliates, agents, contractors or customers in full for and against all liability, cost, loss, including consequential and special loss or damage (whether for loss of income, profit, business, contracts, goodwill, bargain, saving or otherwise), penalties, fines, costs and expenses (including legal expenses) incur, suffer or sustain by the Company or its affiliates.

Aditya Birla Housing Finance Limited

6th Cross, Victoria Layout, Victoria Road, Bangalore, Karnataka, 560025.

Registered Office

362266, Gujarat, India, Veraval. CIN : U65922GJ2009PLC083779

**ADITYA BIRLA
CAPITAL**

PROTECTING INVESTING FINANCING ADVISING

6) Insurance

The Seller/Supplier shall, at its sole cost and expense, procure and maintain, during validity of this Agreement, such the following insurance coverage: Fidelity insurance protecting against employee dishonesty, theft, robbery, forgery, altered documents, and / or any other dishonest acts on the part of the Seller/Supplier/Supplier staff / employees or representatives. Workers' Compensation insurance coverage for all its employees and representatives. Professional Liability Insurance (Errors and Omissions) covering losses resulting from operating errors, omissions, negligence, misrepresentation and breach of contract under this Agreement. Buyer shall have no liability whatsoever for any injury/accident to the employees / representatives of the Seller/Supplier, suffered by them while on Buyer/Company/the business premises or anywhere else.

7) Confidential

The Seller/Supplier shall keep confidential all information shared with the Seller/Supplier under the title of confidential for performance of its obligation and no disclosure to be made without buyer written permission.

8) Assignment and Sub-Contracting

The Seller/Supplier cannot, without the Company's prior written consent, assign and transfer or sub-contract any of its rights or obligations under this Contract.

9) Termination

a. the business may forthwith terminate this Purchase Order in the event that the Seller/ Supplier breaches any terms of this Purchase Order. Upon such termination, vendor shall refund to Buyer any advance amount paid by the business or any amounts paid vide this Purchase Order.

b. Notwithstanding anything contained herein above Buyer may terminate this Order immediately by notice in writing to Seller/ Supplier:

(i) If Seller/ Supplier fail to remedy a material breach of any of the terms and conditions of this Purchase Order including continuous delay in rendering services, within 10 days of receiving notice from the Buyer specifying the breach, to the satisfaction of the business; or if it is lawfully required to do so by any competent legal, governmental, supervisory or regulatory authority or body; or

(ii) In providing Services hereunder, Seller/ Supplier violate any law or regulation governing , or causes Company to be in material violation of any law or regulation governing the Company.

c. Upon termination, the Confidential Information owned by the Company and in possession of the Seller/Supplier shall be returned/ handed over to the Company or destroyed, without retaining any copy whether in hard copy or electronic format. Seller/Supplier shall provide a certification for destruction of data and records to the business confirming compliance of the requirement. In the event of Termination of this PO, the Seller/ Supplier shall provide transfer assistance to the Buyer/Company, in the manner or to the extent directed by the Buyer in relation to (i) any Completed Ordered items (ii) Partially Completed Ordered items or (iii) services provided under this PO either to the Business, its affiliates or third party as communicated by the Buyer/Company.

d. The rights and obligations of the Parties which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes including, without limitation, the provisions of the SECTIONS entitled "AUDIT", "CONFIDENTIALITY", "INDEMNITY", "DISPUTE SETTLEMENT" and "TERMINATION" shall survive in perpetuity any termination of this Agreement.

10) Compliance with Laws

The Seller/Supplier represents and warrants that it will comply will all applicable laws, statutes, rules and regulations pertaining to its obligations under the Contract.

11) Payment Terms

The Seller/Supplier shall submit the Invoices to the business within 3 days from the date of event/ delivery of goods/ services provided by it else revised invoice needs to be provided. The Business shall make payments by cheque/ demand draft/NEFT to Service Provider, within forty five (45) days of receipt of the undisputed invoices by the business.

The Seller/Supplier agrees to mandatorily submit digitally signed invoice copy specifying Purchase Order Number to the business in the event transaction value or Annual Contract value is equal to or more than 2.5 Lacs INR.

In case of any billing dispute, business (buyer) shall, by giving written notice to Seller/Supplier of within fifteen (15) days, withhold the disputed amount and the Parties shall engage in good faith negotiations to resolve the dispute. All undisputed amounts shall be paid on the applicable due date. During such dispute, the Parties shall continue to meet their respective obligations under this Agreement. The Business shall continue to pay all undisputed fees due hereunder without prejudice to its rights and contentions with respect to the disputed amounts, which shall become payable depending on the outcome of the resolution of the dispute.

**ADITYA BIRLA
CAPITAL**

PROTECTING INVESTING FINANCING ADVISING

12) Tax

The Service Provider shall comply with all applicable tax laws and statutory regulations, both in letter and in spirit, in all the territories in which it operates. The Service Provider ensures it adopts and follows the Income tax and GST (Goods and services Tax) compliance requirements without deviating by timely submissions and compliance to the GST requirement as required by law. The Service Provider further will furnish such records, returns and documents as may be required by the recipient business (buyer) to confirm the compliance of the same.

Seller/Supplier shall be solely responsible for issuing and making available to Buyer all requisite documents in the manner prescribed under the Income tax and GST Laws including but not limited to tax invoices, advance receipt vouchers, credit notes, debit notes, HSN/SAC code and e-way bills. Such documents to specifically capture mandatory details as prescribed under the GST Laws.

Seller/Supplier shall make all necessary corrections as allowed by the law and co-operate with the Buyer in resolving any errors in an effective manner.

Seller/Supplier shall keep Buyer indemnified against all claims and recoveries raised on the Buyer due to the incorrect or wrong disclosure of information in aforementioned documents and/ or incorrect compliances done by the Seller/Supplier as prescribed under the GST Law.

13) Delays & Penalty

In the event of late delivery of goods, other than due to natural calamities, the Seller/Supplier will be liable to pay a penalty as decided in writing between both the parties subject to the goods and services in question which will not exceed 10% of the total invoice amount, after which the order is liable to be cancelled.

14) Additions/Modifications in Purchase Order

No addition or modification to the Purchase Order shall be effective unless made in writing and signed by the respective representative of Vendor & buyer. The rights and remedies expressly provided to the business herein are not exclusive, but are cumulative and in addition to any other rights and remedies available at law or in equity.

15) Dispute Resolution

Any dispute arising out of or in connection with this Purchase Order unless amicably settled, the parties shall seek settlement of that dispute through mediation by appointing a mediator as mutually agreed between the Parties.

If the dispute is not settled by mediation within [15] days of the appointment of the mediator, or such further period as the parties shall agree in writing, the dispute shall be referred to sole arbitrator to be appointed by the Company and finally resolved by arbitration in terms of the Arbitration and Conciliation Act, 1996. Each Party shall bear its own cost of preparing and presenting its case, the seat of arbitration shall be Mumbai. The language to be used in the arbitration proceedings shall be English.

16) Invoice & other delivery/installation documents

1. Original GST tax invoice, Delivery Challan, Bill of Supply, e-way bill and/or other shipping document copies along with installation report, if any, duly acknowledged by the business are to be submitted immediately after dispatch of the goods to our communication address.
2. Tax Invoices raised should clearly indicate suppliers address, TIN no, GST No and PAN Number. Further, the shipping address and GST no of the business shall be clearly visible.
3. All POs are subject to applicable TDS/TCS under Income tax and GST (if applicable), service provider must give proof of lower deduction certificates if applicable.
4. In case seller/supplier falls under MSME category, need to share copy of Udyam No. at the time of vendor onboarding and update the status to the business in case of any change in MSME status.

17) Other Agreements

If the Parties are going to execute a separate written Agreement providing for the purchase and sale of the ordered items, this Purchase Order is subject to the terms and conditions set forth in that Agreement. In the event of any conflict between the terms and conditions of this purchase order and the Agreement, the terms and condition of the Agreement shall prevail.

**ADITYA BIRLA
CAPITAL**

PROTECTING INVESTING FINANCING ADVISING

18) Audit & Inspection

Any authorized representative of Buyer/ Company may inspect or audit Seller/Supplier or Seller/Supplier's Sub-Contractors facilities and processes engaged in the performance of the Purchase Order, and may inspect and test Ordered Items to be delivered under this Purchase Order to the extent practicable at any time, whether before or after acceptance. If any such audit or inspection is made by Buyer/ Company, Seller/Supplier shall provide all reasonable facilities and access to premises and systems to conduct audit.

19) Force Majeure

a. Buyer is not liable for delay in acceptance of ordered Items and Seller/Supplier is not liable for delay in delivering the items, to the extent occasioned by events beyond such party's reasonable control and its fault or negligence, such as act of God or other such causes which are beyond the control of parties.

b. Seller/Supplier shall immediately notify the Buyer if any actual or potential labour disputes is delaying or threatens to delay the timely performance or delivery of the purchase order. If such delay extends for a period greater than ten days, Buyer may terminate this order by giving notice to Seller/Supplier and such termination will be considered as termination under clause 8 of this Order.

20) Business Continuity and Disaster Recovery Plan

a. During the term of this Purchase Order, Seller/Supplier shall maintain business continuity and disaster recovery plans in place to ensure uninterrupted Services to buyer and shall also provide all reasonable assistance to the business in its Business Continuity Planning procedures. Seller/Supplier/Supplier shall evaluate and update the working of the plan frequently and also share their Business Continuity and Disaster Recovery Plan with the business as and when required by the business.

b. In case of disruption of services due to any force majeure, Seller/Supplier shall start the provision of Services from alternate locations or through an alternate Seller/Supplier immediately. However, in case such event continues to exist for a continuous period of 1 month or more the business will have a right to terminate the Purchase Order without any notice. Such use of alternate locations shall not increase the business's costs.

c. Any breach under this clause shall give the business an option to terminate without any notice to Seller/ Supplier and all consequences of termination shall follow.

21) Ownership and Intellectual Property Rights

a. Ownership: All documents in whatever form, paper, electronic or otherwise such as (for example, but without being an exhaustive list) order letter, communication emails and telephone calls, which the Company create or which the Company receive either as principal or in their own right or as agent for the Seller/Supplier shall belong to the Company.

b. Intellectual Property Right: Seller/ Supplier agrees that the work products/deliverables/ reports/ Company Materials including but not limited to all information, reports, material of any nature whatsoever produced by or derived as result of any of the services rendered hereunder shall be the sole and exclusive property of the business. In furtherance thereof, Seller/ Supplier thereby irrevocably grants, assigns, transfers to the business all rights, title and interest of any kind, in work/ material resulted during the performance of this Purchase Order or any work resulted from this performance.

For the above purpose, Company material would mean any of the documents provided to the Seller/ Supplier by the Company in connection with the agreed purpose and includes Company Data would mean any of the items delivered by the Seller/ Supplier for the Company/ the business in connection with this Purchase Order and includes Documentation, Invoices and data derived during the performance of this Purchase Order Seller/ Supplier shall ensure that the use of Trademarks, Trade names, Copyrights, Service Marks, Logos, Devices and other Intellectual Property (IP) of the Buyer/Company is obtained by way of written permission of the Buyer/Company.

22) Event Procurement

For R&R event procurement, service Provider providing the business a gamut of services with respect to event management:

- Service provider to provide all such invoices/ challans including but not limited to 3rd/4th Party invoices as and when required by the client.
- Client can conduct independent evaluation or appoint any 3rd party independent agency I consultant at its own cost for checking/auditing the event and related activities on end to end basis.
- Service provider to provide all the deal details to the client along with original copy of agreements, if any, entered into with various third parties viz. Technicians, Artists, Vendors, Production team, etc. before commencement of the event.
- All the Costumes and props purchased for the event shall be provided to the client post completion of the event.
- Service provider to provide detailed Cash expenses with such relevant supporting documents i.e. Challan/bill/vouchers etc. after such documents are approved and signed by the client personnel.

23) Import Purchase

In case of purchase from foreign jurisdictions, seller will be required to provide form 10F, NO PE declaration, TRC (Tax Residency certificate), Vendor registration form duly signed and stamped, cancelled bank cheque, contact information of Seller. Also, there must be an Agreement executed between the business and Seller. The TDS liability will be required to borne by Seller.



**ADITYA BIRLA
CAPITAL**

PROTECTING INVESTING FINANCING ADVISING

24) Acknowledgement

In case any terms of this purchase order is not acceptable to you, you must seek clarifications in writing within 5 days of the date of the Purchase Order, no waivers or changes whatsoever nature will be considered after that the business will pay at its sole discretion in the event of activity/services started without valid Purchase Order or written confirmation from the business procurement team.

25) Seller/Supplier must add the purchase order/service order no. in all tax invoices or bill of supply being raised pursuant to supply of goods and services.

Above standard terms and conditions is part of purchase/service order, in case of any deviation from above terms and conditions, the issuer of PO/SO from business can put the remark of any deviation and upload.

Aditya Birla Housing Finance Limited

6th Cross, Victoria Layout, Victoria Road, Bangalore, Karnataka, 560025.

Registered Office

362266, Gujarat, India, Veraval. CIN : U65922GJ2009PLC083779