

**PURCHASE ORDER / CONTRACT / SCHEDULING AGREEMENT / WORK ORDER**

Vendor Code: AEON230522

PO NO. : EV08/AVL/3200264830

Vendor Name & Address:

DATE : 06.03.2025

AEON AIRCONDITIONING SOLUTIONS  
AEON HOUSE, DR AMBEDKAR ROAD  
R AMBEDKAR ROAD

BUYER : DINDE ANKUSH

GST NO. : 27AAACM3025E1ZZ

THANE 400601 Maharashtra India

TEL: 9820580008 FAX:

GSTIN No: 27AYYPS2229K1ZK

Header Text : PLS INWARD THE MATERIAL AT GATE NO-03.  
MATERIAL DELIVER AT H BLOCK STORE  
Delivery & In-warding related query pls connect to below contact  
person  
Mahesh Joshi / Vaishnavi Jadhav -  
Contact Number - +9121 35617279 / +9121 35617158 / +9121 35617182

Incoterm : Free del.to stores-Frgt.paid

Delivery Address : Electric Aggregate Plant, Gate A/B  
Electric Aggregate Plant, Gate No- A/B, Plot: A1, Phase IV,  
Pune : 410501

Item	Part No.	Description	Qty	UoM	Rate (INR)	Amount (INR)
10		SITC of 1.5 TR split AC Refer Table 1 After T&C for detailed description Delivery date : 01.04.2025	1.00	AU	66600.00	66600.00
Amount in Words (INR)		RUPEES SIXTY SIX THOUSAND SIX HUNDRED ONLY			Total PO Value:	66600.00

Tax As Applicable

**Payment Terms :** Full payment against proforma invoice.

**TERMS & CONDITIONS :** Mahindra Electric Aggregate Plant

PLASTIC MATERIAL/THERMOCOL INCLUDING BUBBLE PLASTIC MATERIAL USED FOR WRAPPING THE MATERIAL AT THE MANUFACTURING STAGE OR IS AN INTEGRAL PART OF THE MANUFACTURING SHALL COMPLY THE FOLLOWING CONDITIONS,  
a. THE PACKAGING MATERIAL SHALL BE MORE THAN 50 MICRON THICKNESS.  
b. THE PACKAGING MATERIAL SHALL BE MADE UP OF MINIMUM 20% RECYCLABLE PLASTIC MATERIAL.

**For MAHINDRA & MAHINDRA LTD.**

**AUTHORISED SIGNATORY**

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PL. MENTION PARTNO., YOUR PART NO (if any), P.O.NO. AND VENDOR CODE ON ALL CHALLANS AND BILLS.  
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REGD. OFFICE: Gateway Building, Near Gateway Of India, Apollo Bunder, Mumbai -400039  
Telephone No. -  
Website : WWW.MAHINDRA.COM CIN : L65990MH1945PLC004558  
GST No. 27AAACM3025E1ZZ PAN No.

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c. THE PACKAGING MATERIAL SHALL BE PRINTED WITH MANUFACTURER'S DETAILS

,  
TYPE OF PLASTIC WITH CODE NUMBER AND BUY-BACK PRICE.

d. OBTAIN THE REGISTRATION UNDER PLASTIC WASTE MANAGEMENT RULES AMENDED  
TIME TO TIME.

\*ESTABLISH A SYSTEM AND DILIGENTLY IMPLEMENT THE EXTENDED RESPONSIBILITY  
PLAN.

TAXES : GST APPLICABLE

P&F CHARGES : NIL

PRICES : AS PER PO ONLY. NO CHANGES WHATSOEVER

WARRANTY : 12 MONTHS FROM MATERIAL RECEIVED AT OUR STORE

**NOTES:**

1. DURING DISPATCH, KINDLY KEEP ORIGINAL INVOICE COPY OUTSIDE THE  
CONSIGNMENT FOR MATERIAL INWARDING AT OUR MATERIAL GATE.

2. AT THE TIME OF DELIVERY OF MATERIAL ORIGINAL COPY OF THE INVOICE ALONG  
WITH FINAL INSPECTION REPORTS MUST BE SUBMITTED AT OUR TMC/UTILITY  
STORES.

3. IN CASE EXCISE DUTY IS PAID 'DUPLICATE FOR TRANSPORTER' COPY ALSO MUST  
BE SUBMITTED AT OUR TMC/UTILITY STORES WHILE DELIVERY OF THE MATERIAL

4. ANY RECEIPT OF PAYMENT AS ADVANCE, THE VENDOR SHALL UNDERTAKE GST  
COMPLIANCE INCLUDING ISSUING A RECEIPT VOUCHER WITH GST AMOUNT AND  
PAYING DUE TAXES TO GOVT. TREASURY.

5. OHSAS (OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT SYSTEM):- YOU  
WILL FOLLOW SAFETY AND ENVIRONMENTAL RULES OF M&M AND  
ENSURE SAFE WORKING WHILE EXECUTING THE CONTRACT.

FOR INVOICING, MENTION DETAILS:

BILL TO & SHIP TO:

**For MAHINDRA & MAHINDRA LTD.**

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M/S. MAHINDRA & MAHINDRA LTD.

Mahindra Electric Aggregate Plant, Gate No- A/B,  
Plot: A1, Phase IV, Chakan MIDC, Taluka - Khed  
PUNE - 410501  
GST NO.: 27AAACM3025E1ZZ

ALL YOUR CORRESPONDENCE MUST BE ADDRESSED TO BUYER

AT CAPITAL PURCHASE DEPT:-

E-MAIL ID: 25010219@MAHINDRA.COM

CONTACT NUMBER: 02135 617407

M&M END USER DETAILS:

NAME : BORASE DIVAKAR

CELL NO. : 8691928564

SHOP : 79 KW Project

PR NO. : 1500263129

1) TERMINATION CLAUSE:

M&M SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT/PO BY GIVING  
WRITTEN NOTICE UPON THE OCCURRENCE OF THE FOLLOWING EVENTS:

A. SUPPLIER HAS COMMITTED A MATERIAL BREACH OF ANY OF THE PROVISIONS OF  
THIS AGREEMENT/P.O. OR ANY CONTRACT AND FAILS TO REMEDY SUCH BREACH  
WITHIN A PERIOD OF THIRTY (30) DAYS OF RECEIPT OF THE NOTICE FROM M  
&M REQUESTING IT TO REMEDY SUCH BREACH;

B. A RECEIVER, LIQUIDATOR, ASSIGNEE, CUSTODIAN, TRUSTEE, CONSERVATOR OR  
SEQUESTER (OR OTHER SIMILAR OFFICIAL) SHALL TAKE POSSESSION OF SUPPLIER  
OR ANY SUBSTANTIAL PART OF ITS PROPERTY WITHOUT ITS CONSENT, OR A COURT  
HAVING JURISDICTION IN THE PREMISES SHALL ENTER A DECREE OR ORDER FOR  
RELIEF IN RESPECT OF SUPPLIER. IN AN INVOLUNTARY CASE UNDER ANY  
APPLICABLE BANKRUPTCY, INSOLVENCY, MORATORIUM OR OTHER SIMILAR LAW NOW  
OR HEREAFTER IN EFFECT, OR APPOINTING A RECEIVER, LIQUIDATOR, ASSIGNEE

**For MAHINDRA & MAHINDRA LTD.**

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CUSTODIAN, TRUSTEE, CONSERVATOR OR SEQUESTER (OR OTHER SIMILAR OFFICIAL) OF SUPPLIER OR FOR ANY SUBSTANTIAL PART OF ITS PROPERTY OR ORDERING THE WINDING-UP OR LIQUIDATION OF ITS AFFAIRS AND SUCH DECREE OR ORDER SHALL REMAIN UNSTAYED AND IN EFFECT FOR A PERIOD OF SIXTY (60) CONSECUTIVE DAYS;

C.SUPPLIER SHALL COMMENCE A VOLUNTARY CASE UNDER ANY APPLICABLE BANKRUPTCY, INSOLVENCY, MORATORIUM OR OTHER SIMILAR LAW NOW OR HEREAFTER IN EFFECT, OR SHALL CONSENT TO THE ENTRY OF AN ORDER FOR RELIEF IN AN INVOLUNTARY CASE UNDER ANY SUCH LAW, OR SHALL CONSENT TO THE APPOINTMENT OF OR TAKING POSSESSION BY A RECEIVER, LIQUIDATOR, ASSIGNEE, TRUSTEE

CUSTODIAN, CONSERVATOR, SEQUESTER (OR OTHER SIMILAR OFFICIAL) OF SUPPLIER OR OF ANY SUBSTANTIAL PART OF ITS PROPERTY, OR SHALL MAKE ANY GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR SHALL TAKE ANY CORPORATE ACTION IN FURTHERANCE OF ANY OF THE FOR E GOING;

2)ALL QUESTIONS RELATING TO THE VALIDITY, CONSTRUCTION & THE PERFORMANCE OF THE ABOVE-AGREED CLAUSES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS IN INDIA. ARBITRATION, IF ANY, SHALL BE CONDUCTED IN ACCORDANCE WITH THE ARBITRATION AND CONCILIATION ACT # 1996. ARBITRATION PROCEEDINGS SHALL TAKE PLACE IN MUMBAI, INDIA.

3)FORCE MAJEURE:

NEITHER PARTY SHALL BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMING ANY OF ITS OBLIGATIONS HEREUNDER, IF SUCH DELAY OR FAILURE EITHER WHOLLY OR PARTLY IS DUE TO FORCE MAJEURE CONDITIONS SUCH AS FLOODS EARTHQUAKE OR OTHER ACTS OF GODS, OR ANY GOVERNMENTAL BODY OR PUBLIC ENEMY, WARS

RIOTS, STRIKES, EMBARGOES, EPIDEMICS, FIRES OR ANY OTHER CAUSES, CIRCUMSTANCES OR CONTINGENCIES BEYOND THE REASONABLE CONTROL OF SUCH PARTY.

THE PARTY AFFECTED BY SUCH FORCE MAJEURE CONDITIONS SHALL FORTHWITH

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NOTIFY THE OTHER PARTY OF SUCH FORCE MAJEURE CONDITION, OR THE NATURE AND EXTENT THERE OF AND SHALL MAKE BEST EFFORTS TO MITIGATE SUCH CONDITION.

IF THE FORCE MAJEURE CONDITION IN QUESTION PREVAILS FOR A CONTINUOUS PERIOD OF THREE (3) WEEKS, THE PARTIES AFFECTED BY SUCH CONDITION SHALL ENTER INTO BONA FIDE DISCUSSION WITH VIEW TO ALLEVIATING ITS EFFECT ON THIS CONTRACT BY AGREEING TO ALTERNATIVE ARRANGEMENTS AS MAY BE FAIR AND REASONABLE. IT IS EXPRESSLY AGREED BETWEEN THE PARTIES THAT THE MECHANICAL BREAKDOWNS, LACK OF NECESSARY UTILITIES, LABOUR UNREST, TRANSPORT PROBLEMS, LACK OF FUNDS ETC, SHALL NOT BE DEEMED TO BE FORCE MAJEURE CONDITIONS FOR THE PURPOSE OF THIS CONTRACT NOR SHALL BE CONSIDERED TO BE BEYOND THE REASONABLE CONTROL OF THE PARTY CLAIMING THE EXISTENCE OF THE SAME. SHOULD THE PERIOD OF FORCE MAJEURE LAST FOR MORE THAN 30 DAYS, THEN M&M, AT ITS OPTION, MAY PURCHASE GOODS FROM OTHER SOURCES AND REDUCE ITS SCHEDULES TO SUPPLIER BY SUCH QUANTITIES

WITHOUT LIABILITY TO SUPPLIER OR HAVE SUPPLIER PROVIDE THE GOODS FROM OTHER SOURCES IN QUANTITIES AND AT TIMES REQUESTED BY M&M AND AT THE PRICE SET FORTH IN THIS CONTRACT. IF REQUESTED BY M&M, SUPPLIER SHALL, WITHIN TEN (10) DAYS OF SUCH REQUEST, PROVIDE ADEQUATE ASSURANCES THAT THE DELAY SHALL NOT EXCEED THIRTY (30) DAYS. IF THE DELAY LASTS MORE THAN THIRTY (30) DAYS OR SUPPLIER DOES NOT PROVIDE ADEQUATE ASSURANCE THAT THE DELAY WILL CEASE WITHIN THIRTY (30) DAYS, M &M MAY IMMEDIATELY CANCEL THE CONTRACT WITHOUT LIABILITY AND RECOVER THE ADVANCE PAID TO THE SUPPLIER.

4) CONFIDENTIALITY:

"CONFIDENTIAL INFORMATION" shall include, without limitation, any non-public information which is communicated to Supplier in writing, orally, visually, electronically or in any other form, relating to:

The past, present and prospective employees, staff, personnel, Affiliates, contractors, vendors, suppliers,

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consultants, agents, collaborators, customers of Customer and other third parties dealing with Customer; the affairs, business, dealings, transactions, management, operations, programs, applications, services, finances, financing sources, restructuring and investment deals, budgets, prices, plans, studies, strategies, statistics, tests, forecasts, analysis, targets, compilations, regulatory filings, agreements, negotiations, properties, systems and policies of Customer;

the products, processes, devices, software, hardware, servers, websites, computer programs, codes, designs, drawings, lists, discs, photographs, Artificial Intelligence, copyrightable materials, technical and other forms of data, engineering information, marketing information, research, patents, technologies, ideas, discoveries, methods, techniques, formats, flowcharts, algorithms, models, vi., any other information concerning Customer which Supplier has or may have access to during the course of or for the purpose of providing

prototypes, samples, trade secrets, know-how, improvements and all forms of Intellectual Property of Customer;

the information technology equipment, processes, solutions, platforms, systems (including security systems) and policies of Customer;

all the correspondence exchanged between the parties for the purpose of or during the term of this Agreement; and Services/Products under this Agreement and which is not in the public domain.

Supplier agrees to keep confidential, at all times, all Confidential Information, so as to protect Customer's lawful interests. Supplier shall consult with Customer and obtain the prior written consent of Customer in case it needs to disclose any such information. Further, Supplier shall not use such information for any purpose other than for the purpose of performing its obligations under this Agreement.

The parties recognize and acknowledge that the Confidential Information is of a special, unique and extraordinary character to the Customer and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Supplier may cause serious injury to the Customer. The Supplier expressly agrees, therefore, that the Customer, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof. The Customer shall also be entitled to claim or recover from the Supplier any losses, damages, costs and expenses suffered/incurred by the Customer as a result of the breach by the Supplier or its representatives of any obligations hereunder.

d) Upon expiry or termination of this Agreement or upon any written request from Customer, Supplier shall return to Customer, or certify in writing to Customer as to the destruction of (without retaining any copy), all Confidential Information (and copies and extracts thereof) furnished to, or created by or on behalf of, Supplier.

The parties understand and agree that no information which qualifies as unpublished price sensitive

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information ("UPSI"), in terms of the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended from time to time ("Insider Trading Regulations"), pertaining to any listed company shall be provided to the Supplier pursuant to the purchase order or this Agreement. Should any Confidential Information be subsequently considered as UPSI as a result of future developments or otherwise, in relation to such UPSI, the Supplier:

- understands that the Supplier and its representatives shall be considered as "insiders" in terms of the Insider Trading Regulations;
- undertakes to ensure that the Supplier and its representatives shall adhere to the requirements contained in the Insider Trading Regulations, including the requirements pertaining to handling and non-disclosure of UPSI and the restriction on trading while in possession of UPSI; and
- agrees that the Supplier shall assume responsibility for any breach or violation of the obligations under the Insider Trading Regulations by the Supplier or any of its representatives.

The confidentiality obligation of Supplier shall survive the termination or expiration of this Agreement.

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Item	Part Number	Table 1 - Detail description & specification
10		<p>SITC of 1.5 TR split AC</p> <p>RATE INR : 66,600.00 , QTY : 1</p> <p>1. Standard Installation, Pressure Testing, Vacuumizing, Testing &amp; Commissioning of Hi Wall Unit - 1.5TR Qty. 3 Rate</p> <p>2. Refrigeration Piping for Hi Wall Unit - 2.0 TR Qty. 50 Mtr</p> <p>3. Interconnecting 3 Core Cable wire Indoor &amp; Outdoor Unit Qty. 55 Mtr</p> <p>4. Drain Pipe - 25 mm Qty. 30 Mtr</p> <p>5. ODU L-Type Stand Qty. 3</p>

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