#### PICANOL INDIA PVT LTD.

621 & 622, DLF TOWERS, BLOCK – IV, 15 SHIVAJI MARG, WEST DELHI PIN: 110 015

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To M/S D-PARADISE TEX

NEAR ULTRATECH CEMENT, PARDHANA ROAD ISRANA

DISTPANIPAT

HARYANA 132103 INDIA

Mr. VARUN KALRA

Dear Sir.

Re: Annual Service Contract

Kindly note that for the services of our service engineer, be it for trouble shooting, erection, commissioning or servicing, we herewith submit our standard charges to you which are valid **FROM 1**<sup>ST</sup> **APRIL**, **2021 TO 31**<sup>ST</sup> **MARCH**, **2022**.

## SERVICE CHARGES

For new as well as second-hand machines, service charges will be Rs. 5000/- per day for each service engineer from the day he starts the journey from his station to the day he returns to his station (including for Sundays and intervening holidays). The service charges are not applicable for the visit of engineer made for INSTALLATION and Commissioning/warranty after visit till one year commissioning.

**GST** 

GST as applicable as per the relevant laws on the service charges, as well as, all the expenses reimbursed by the customer, will have to be paid by the customer separately.

SALES TAX/VAT

Any sales tax/value added tax liability under the applicable state legislation and/or the Central Sales Tax Act, 1956, which enjoins recovery of sales tax from the customer, shall be payable by the customer in addition to the service charges.

# OTHER APPLICABLE TAXES/LEVIES

Any other taxes/cess/levies, which may be required to be paid under any central/local legislation, pursuant to rendering of services by us, shall be borne by the customer.

## TO AND FRO FARE

Return air passage cost or  $2^{nd}$  class  $AC / 1^{st}$  class return train fare from respective Airports/Station, as the case may be, whichever is availed of & applicable shall be borne by the customer. In case of railway journey, service charges will be payable from the day engineer starts journey to the day he returns to his station.

Further necessary transport arrangement from the airport / railway station to your factory/mills/accommodation arranged, will be provided by you. In case, no such transport facility shall be provided, we will be entitled to claim reimbursement towards taxi charges for commutation from the airport/railway station to your factory / mills / accommodation arranged by you.

## CONVEYANCE

Expenses incurred during transit/stay viz. conveyance expenses, toll charges, etc. to be paid on actual basis.

#### LODGING & BOARDING

To be provided and paid by you in a decent hotel to the entire satisfaction of our engineer. In addition, an amount of Rs. 1400/- per day for service provided on New or Second hand machines to be paid as out-of-pocket expenses from the first day to the last day of his stay including travelling days. In case, the lodging and boarding facility will not be provided, we will claim reimbursement of expenses actually incurred by the engineer in this respect from the customer.

## EXTRA-WORKING HOURS

The terms indicated above are our normal service charges for attending a working day of 8 hours and any extra-hours worked on any day will be charged @ Rs. 400/- per hour or a major part of the hour, subject to the prior sanction obtained from the concerned persons at the department.

## **PAYMENT**

An amount of Rs. 50,000/- will have to be paid by you as advance. Please note that engineer will be deputed only after receipt of the advance payment and not prior to that. The customer shall make payment against bills raised by the engineer, on weekly basis, and the advance amount shall be adjusted against the last bill raised by the engineer during his visit.

In case, the stay of the engineer is extended after adjustment of advance, intimation shall be given to you for release of further advance.

In respect of any tax withheld on payments made to us, the withholding tax certificate shall be promptly furnished to us.

In the event payment is not made by the customer within a period of Fifteen days from the date of intimation by us/raising of bill by our engineer, interest on delayed payment will be charged @15% per annum.

## **DELIVERY PERIOD**

For any service required by you, kindly allow us a time of five working days to enable us to depute concerned personnel to your factory/mill.

## SERVICE ASSISTANCE

- a) Assistance of your technical personnel who are attending the machine in routine working will have to be given.
- b) Manual labour to the extent required will be provided by you.
- c) Special tool sets and necessary spare parts alongwith engineering services will also be provided by you.

We now request you to please return the duplicate copy of our contract duly signed by you as a token of your acceptance of our normal terms and conditions.

Assuring you of our best services at all times, and thanking you,

Yours faithfully,		
For PICANOL INDIA PRIVATE LTD.	Accepted	
	For	

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY