



Purchase Order

4264775 - OP - 4427500164

PO Number must appear on all invoices, shipping notices, and all correspondence pertaining to this order

Bill to Name and Address

Jones Lang LaSalle Property Consultants (India) Private Limited
Level 13 & 14,
Prestige Khoday Towers,
No.5, Raj Bhavan Road,
Bangalore KTK 560001
India

Contract No/Ref

MAIL
INVOICES TO:

Attention to FSC

Jones Lang LaSalle Property Consultants
India Pvt Ltd, 8th floor Block B-3
DLF World Tech park
DLF IT SEZ Silokhera, Sec 30,
Gurugram HYN 122001
India

PAN No: AAACL2089B
GST #: 29AAACL2089B1ZO
State Code: 29

Bill From Sila Solutions Private Limited
#47, 5th Floor, Embassy Victoria
Residency Road
Bangalore KTK 560025
India

Ship To Goldman Sachs Services Private Limited
Kalyani Tech Park Pvt Ltd
Kadubeesanahalli & Kariyammana Agrahara
Varthur Hobli
Bengaluru KTK 560103
India

GST # 29AANCS3675D1ZY

Vendor PAN ID No AANCS3675D

Vendor Fax

Vendor Contact Raghav Kapur

Vendor No 5835212

Currency Code INR

Payment Terms Net 60 Days

Buyer

Buyer Tel

Buyer Fax

PO Originator Rahul Kumar

Originator Tel

Payment is subjected to clause 3.6 under PO terms and conditions

Ordered 14/10/2021 Additional Instructions

Item	Quantity	Description	Unit Price	Delivery Date	Total Net Value
1.000		Oct'21 Peppermint Robot SD100	.00	14/10/2021	70,579.00
		INGST18	India GST 18%		
		511400	CIng Supplies & Equipment		

SAM/CAS-150ORR-11Based on the cost been negotiated, we have attached detail amortization model to procure the pepper mint auto scubber. This would be 14 months duration starting from 1st Nov 2021 till 31st Dec

Item	Quantity	Description	Unit Price	Delivery Date	Total Net Value
2.000	2022. Monthly cost is INR 70579 for 14 m				
		Nov'21'Peppermint Robot SD100	.00	14/10/2021	70,579.00
		INGST18	India GST 18%		
		511400	CIng Supplies & Equipment		
Based on the cost been negotiated, we have attached detail amortization model to procure the pepper mint auto scrubber. This would be 14 months duration starting from 1st Nov 2021 till 31st Dec 2022. Monthly cost is INR 70579 for 14 months					
3.000	Dec'21'Peppermint Robot SD100				
		Nov'21'Peppermint Robot SD100	.00	14/10/2021	70,579.00
		INGST18	India GST 18%		
		511400	CIng Supplies & Equipment		
Based on the cost been negotiated, we have attached detail amortization model to procure the pepper mint auto scrubber. This would be 14 months duration starting from 1st Nov 2021 till 31st Dec 2022. Monthly cost is INR 70579 for 14 months					
Total net value excl tax			INR		211,737.00

Item	Quantity	Description	Unit Price	Delivery Date	Total Net Value
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Important PAYMENT information

The following information must be written on the invoice:

1. our purchase order number (is printed on the PO form at the top right)
2. the correct in-country legal entity invoice address (is printed on the PO form at the top left)
3. the correct central invoice mailing address (is printed on the PO form in the Mail-Invoices-To box)
4. As per recent amendment in Income Tax Law, every person is required to quote PAN on all documents in case of Purchase / Sale of any goods or services regardless of mode of payment as per rule 114B. PAN is required to be quoted on all documents including service agreements, purchase order, invoices, proforma invoices, delivery challans etc.
5. All invoices to be submitted to the centralised processing centre either digitally or physically within 10 days from the date of tax invoice, delayed submission of invoices would lead to rejection of invoices and to be resubmitted with current dated invoice.

Kindly find our PAN, to be compliant with the requirement: JLL-PC "AAACL2089B"

We may have to return your invoice, if the key information can not be identified on your invoice. This may result in the invoice not being paid to terms.

For invoice status or payment related questions please contact our Accounts Payable department :

Contact Phone:

Contact Email :

Vendor Email : Rajani.BasavaKunder@gs.com,Anitha.barnabas@gs.com,Ganga.G@ap.jll.com

PO Originator Email: kumar.rahul@ap.jll.com

Buyer Email :

Customer Reference Number (JLL use only):

The full terms and conditions for this Purchase Order are attached. By accepting and fulfilling all or part of this Purchase Order, supplier also agrees to these terms and conditions of purchase. However, if a formal contract or service agreement has been executed between Jones Lang LaSalle and the supplier for this particular client and/or location, the terms of that agreement shall apply and the attached terms and conditions shall have no effect.

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JONES LANG LASALLE STANDARD PURCHASE ORDER TERMS AND CONDITIONS WITH VENDORS (AS PRINCIPAL)

1. Definitions

In this Agreement:

Agreement means these Standard Terms and Conditions and any Purchase Order issued by Jones Lang LaSalle from time to time under these Standard Terms and Conditions;

Goods mean the goods and products more particularly described in the Item Description above.

Vendor means your company, the provider of the Services;

Fee means the fee set out in the Purchase Order or as otherwise agreed by the parties in writing, which is stated exclusive of any applicable value added, goods and services or other consumption tax;

Jones Lang LaSalle means Jones Lang LaSalle Property Consultants (India) Pvt. Ltd. and its affiliates and related bodies corporate;

Client means the client named in the Purchase Order.

Purchase Order means the order issued by Jones Lang LaSalle and or the Client to the Vendor for the provision of the Services

Services means the services (and any goods supplied as part of those services including the Goods) set out in the Purchase Order or the services that Jones Lang LaSalle requests the Vendor to provide under written instruction or that are otherwise agreed by the parties in writing.

2. Goods and Services

2.1 The Vendor shall provide the Services:

- (a) in a good, workmanlike and commercially reasonable manner;
- (b) in accordance with the methods, practices and standard of diligence and care normally exercised by similarly qualified and experienced persons in the performance of comparable work;
- (c) in accordance with the reasonable decisions and requirements of Jones Lang LaSalle; and
- (d) in accordance with this Agreement.

2.2 The Vendor warrants that the goods materials, workmanship and methods supplied and used by the Vendor are of a kind suitable for their intended purpose and that they and the Services will be free of defects.

2.3 The Vendor shall take all reasonable precautions to prevent injury (including illness) to any person or damage to any property.

2.4 The Vendor shall be responsible for industrial relations with its employees, subcontractors and agents and ensure that such persons are professional, courteous and well behaved when providing the Services.

2.5 This Agreement applies to the extent that it is not inconsistent with any current binding agreement the Vendor may have with Jones Lang LaSalle for similar services.

2.6 The Vendor, its employees, subcontractors and agents shall behave in an ethical manner at all times. The Vendor shall comply with Jones Lang LaSalle Vendor Code of Conduct as amended from time to time and notified to the Vendor

2.7 Where the Vendor supplies any goods:

- (a) the goods must be delivered and be in accordance with this Agreement and any specification notified by Jones Lang LaSalle to the Vendor and any applicable warranties;
- (b) the Vendor must allow Jones Lang LaSalle to have a reasonable opportunity to inspect and test such goods and Jones Lang LaSalle shall have the right to reject and not be charged for such goods that it may reject;
- (c) the Vendor is responsible for all risk with respect to the goods until Jones Lang LaSalle has inspected, tested and accepted such goods;
- (d) title in the goods will pass from the Vendor to Jones Lang LaSalle only after paragraph (c) above is satisfied; and
- (e) the Vendor must provide appropriate warranties and pass on and not jeopardize any third party or original equipment manufacturer warranties that apply to the goods provided to Jones Lang LaSalle.

3. Fees and Payment

3.1 The Vendor shall submit an invoice to Jones Lang LaSalle in a format approved by Jones Lang LaSalle no later than the 2nd day of the month following the purchase / transaction.

3.2 All invoices shall identify Client. All invoices shall be in the name of Jones Lang LaSalle Property Consultants (I) Pvt. Ltd.

3.3 Subject to this Agreement and the receipt of an appropriate invoice by Jones Lang LaSalle, Jones Lang LaSalle shall when in receipt of payment of the invoice by Client pay the Vendor the Fee. No payment would be made unless a valid tax invoice is provided in terms of applicable VAT/ Service tax laws.

3.4 If the Vendor fails to do something which it is required to do under this Agreement, Jones Lang LaSalle can, at its discretion, remedy that omission and charge the Vendor for it.

3.5 Jones Lang LaSalle shall not be liable for the cost of any services the Vendor may provide to others.

3.6 Anything in this Schedule to the contrary notwithstanding, the Manager shall pay the Service Provider only as and when the Client provides the Manager with fees to cover such payment pursuant to the Facilities Management Agreement.

3.7 Jones Lang LaSalle shall be entitled to recover any amount lost in respect of input tax credit due to any actions of the Vendor including but not limited to:

- (a) Non submission of tax return to VAT department
- (b) Delayed submission of Tax return
- (c) Incorrect submission of TIN number on invoice of Vendor for itself and in VAT returns for Jones Lang LaSalle

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(d) Incorrect invoice rose resulting in Jones Lang LaSalle being unable to avail itself of a tax credit

(e) Tax Charged at incorrect rates

(f) Non-payment of tax liability as per the due dates

(g) Any other action/inaction by Vendor resulting in loss of VAT input credit to Jones Lang LaSalle

3.8 Other General Terms related to Taxation:-

(a) The Vendor shall be responsible to deposit the relevant Indirect taxes applicable on this Agreement with the appropriate tax authorities and also undertake necessary statutory compliances.

(b) Taxes may be reimbursed subject to Vendor itemizing them separately on invoice(s)/ submitting proof of payment/ requisite declaration.

(c) The Vendor shall not be entitled to recover any amount over and above Fee on account of tax/ interest/ penalty or any other statutory payment in relation to the Agreement

(d) All payments shall be subject to applicable tax withholding

(e) TDS/WCT as applicable shall be deducted by Jones Lang LaSalle Jones Lang LaSalle unless the Vendor provides a Tax Exemption Certificate from a Competent Authority to that effect.

(f) Jones Lang LaSalle is authorized to ask for any Tax Declaration Certificate from the Vendor and they will be liable to submit the same as and when required.

(g) Tax Invoice along with Jones Lang LaSalle Invoicing Address and Client Delivery Address with Ship From, Ship To etc. and VAT/CST/LST/SVC/Service Tax No. (as applicable) should be submitted to the respective SITE INCHARGE at above mentioned Delivery Address only.

3.9 Other General Terms related to PO:-

(a) No rate revision shall be applied without the prior written consent of Jones Lang LaSalle.

(b) The Vendor shall alone be liable for all acts, deeds matters and things done by its staff including property damage, death or physical injury caused to any persons while providing services and for all matters concerning hiring, recruitment, salary, leave, promotion, insurance, statutory, legal compliance etc., concerning its staff and the Vendor shall keep Jones Lang LaSalle indemnified against all suits, claims, damages, actions, liability or penalty which it may face as a consequence of its staff acts and /or omissions, including those claiming that they are Jones Lang LaSalle employees."

(c) Any information/records or data provided by Jones Lang LaSalle to the Vendor for the purpose of entering into any contract for delivery of goods or services, will be strictly treated as the confidential information and the Vendor will maintain the same in utmost trust and will not disseminate any such information, whether marked as confidential or not. The Vendor or any other person on its behalf shall not disclose or misuse any such information which may cause harm, damage, falsification, manipulation or loss to Jones Lang LaSalle or its customers, in any manner, whatsoever.

(d) By signing the Purchase Order attached to these terms and conditions the signatory acknowledges that he/she is duly authorized to execute the same on behalf of the Vendor and that is legally binding on both the parties.

(e) The PO No. and Date and Line No. shall be quoted on all Challan, Invoice and Correspondence related to this Purchase Order.

(f) Vendor shall provide copies of all requested statutory documents including but not limited to PF, ESI, and Muster Roll (as applicable) along with each applicable invoice.

4. Insurance

4.1 The Vendor shall (and shall ensure that every approved sub Vendor shall), during the term of this Agreement, maintain:

(a) Workers' compensation insurance (or its equivalent) in accordance with any applicable law; and

(b) Commercial general liability or public liability insurance with a registered and reputable insurer for no less that INR 50000 and otherwise INR 50000 in aggregate or such other amount as the parties may agree in writing.

4.2 The Vendor shall not provide any Service for Jones Lang LaSalle if it does not comply with clause 4.1.

4.3 The Vendor shall provide evidence of such insurances to Jones Lang LaSalle before commencing provision of the Services.

5. Litigation

5.1 The Vendor shall provide all assistance as reasonably required by Jones Lang LaSalle in the event that it or the Services that it provides relate in any way to any litigation, insurance claim or dispute that arises in respect of the Services.

5.2 In the event that the Vendor receives any claim or is involved in any dispute that may affect the insurance or liability of Jones Lang LaSalle it must notify Jones Lang LaSalle as soon as possible.

6. Indemnity

6.1 The Vendor is liable for and must release and fully indemnify Jones Lang LaSalle and Client against any action, claim, proceeding, demand, damages, loss, liability, cost or expense (" claim") which Jones Lang LaSalle or Client may suffer or incur arising out of or connected with any act or omission in providing the Services or the Goods, negligence, default, misconduct of or breach of this Agreement by the Vendor, its directors, officers, employees, subcontractors or agents except to the extent such claim is caused or contributed to directly by the negligence or breach of this Agreement by Jones Lang LaSalle.

6.2 The Vendor shall at all times be solely responsible for payment of all salaries and benefits to its employees and warrants that the personnel performing the Services or supplying the Goods as the case may be shall at all times be either contractors or employees of the Vendor and that nothing in these standard terms and conditions shall create an employment relationship between any employee or contractor of the Vendor and Jones Lang LaSalle or its affiliates, employees, agents and clients

7. Effect, Term and Termination

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7.1 This Agreement comes into effect from the date Vendor starts providing the Services and remains in effect until the Vendor completes such Services to the satisfaction of Jones Lang LaSalle.

7.2 Jones Lang LaSalle may terminate this Agreement for any reason on 30 days' written notice.

7.3 Jones Lang LaSalle may terminate this Agreement immediately if:

- (a) the Vendor breaches this Agreement and fails to remedy such breach within 14 days of being notified by Jones Lang LaSalle;
- (b) the Vendor is unable to pay its debts as and when they fall due;
- (c) the Vendor enters into a scheme of arrangement or composition with its creditors;
- (d) the Vendor is placed under management or administration or a receiver is appointed, or a winding up order is made in respect of the Vendor;
- (e) Jones Lang LaSalle determines in its absolute discretion that the Vendor's performance of any of the Services or obligations under this Agreement is unacceptable;
- (f) the Facilities Management Agreement between Jones Lang LaSalle and Client is terminated for any reason whatsoever.

8. Occupational Health and Safety

8.1 The Vendor must specifically comply with all applicable occupational health and safety legislation.

9. Applicable Law

9.1 The Vendor shall comply with all applicable law, licensing requirements, international or national standards, industry standards, the requirements of any statutory, competent or other regulatory authority and any property house rules or other policies as notified in carrying out the Services.

9.2 This Agreement shall be governed and construed by the law of the jurisdiction in which the Services are provided.

10. General

10.1 The Vendor must not assign any of its rights under this Agreement or subcontract the Services or part of the Services without the prior written approval of Jones Lang LaSalle. In the event that part or all of the Services are subcontracted, the Vendor shall remain fully responsible in respect of the Services carried out by such sub Vendor.

10.2 Jones Lang LaSalle may assign its rights and transfer its obligations under this Agreement, including without limitation, by novating this Agreement and substituting another party or parties in its place. If requested by Jones Lang LaSalle, the Vendor must execute a novation agreement prepared by Jones Lang LaSalle to give effect to such transfer.

10.3 Jones Lang LaSalle may vary the Services at any time in writing but accepts that this may change the Fee, in which case, the Vendor shall notify Jones Lang LaSalle of any proposed new Fee. If Jones Lang LaSalle does not agree with such proposal, the Vendor shall be entitled to a reasonable adjustment to the Fee. Any change to the Services will be subject to the same terms and conditions as this Agreement. Any other variation to this Agreement must be agreed by the parties in writing.

10.4 Any provision of this Agreement which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of this Agreement, and, if reasonably practicable, will be replaced by another provision of economic equivalence which is not so void, illegal or unenforceable.

10.5 The failure or omission of a party at any time to enforce or require compliance with any provision of this Agreement or exercise any election or discretion under this Agreement shall not operate as a waiver of them or any others.

10.6 This Agreement is the entire agreement between the parties for the Services and supersedes all previous agreements, proposals, representations, correspondence and discussions in connection with the Services.

10.7 This Agreement overrides any terms that the Vendor may seek to impose.

10.8 For any change in the minimum wages prescribed by the respective States, the Service Provider will make a request to the respective Facility Manager of the site giving details of existing and revised rates along with a copy of State Circular, to take it forward to the Client.

11. GST Clause

11.1 Definitions

GST Laws: GST Laws shall mean and include Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, State Goods and Services Tax Act, 2017 and Union Territory Goods and Services Tax Act, 2017 and any amendment thereto as notified in the official gazette.

GST Rules: GST Rules shall mean and include the rules made under the GST Laws and any amendment thereto as notified in the official gazette.

11.2 It is agreed between the Parties that Jones Lang LaSalle shall be liable to make payment to the Vendor only after the receipt of valid invoice as per the provisions of GST Laws and GST Rules. The Vendor covenants and expressly agrees to comply with the following requirements:

(a) Invoices shall be raised strictly in accordance with the applicable provisions of the GST Laws and GST Rules and must be addressed to the correct registration of Jones Lang LaSalle. The invoice shall also mention the GST registration number of the respective location of Jones Lang LaSalle where the Vendor has rendered / provided services as per place of supply rule along with complete and detailed breakup of all the applicable taxes, including but not limited to HSN code, SAC code etc.

(b) Pursuant to GST Law and GST Rules, Vendor undertakes to upload details of all sale invoices/ bill of supply/credit notes/ debit note/ / receipt voucher raised by the Vendor on the goods and services tax network portal (" GSTN Portal") on a monthly basis based on which credit will be available to Jones Lang LaSalle. Jones Lang LaSalle reserves the right to withhold payment equivalent to goods and services tax (as defined under GST Laws and GST Rules) charged by Vendor in its invoice unless

a) Vendor uploads the invoice details on GSTN portal correctly, b) discharges its liability as required by the GST Laws and GST Rules with the relevant authority and

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file returns within the stipulated time, in order to enable Jones Lang LaSalle to successfully claim input tax credit. Without prejudice to any other rights and remedies under law, Jones Lang LaSalle reserves the right to set-off/recover the due amount from Vendor with applicable interest and penalty, if the Vendor breaches any of the provisions of this clause;

(c) Any rectification of mismatches in relation to the invoices submitted to Jones Lang LaSalle in compliance with GST Laws and GST Rules, if required, shall be done by the Vendor. In case of any delay or default by the Vendor in this regard, Jones Lang LaSalle shall not be held liable for delay in payments.

(d) Vendor shall strictly ensure to maintain at all times a minimum compliance rating of <<this can be inserted once the rating norms are finalized. As on today we don't know whether 1 is better or 5 is better or they would use Alphabets>> for continued relationship with Jones Lang LaSalle.

(e) Vendor agrees to, unconditionally and without limitation, indemnify and shall keep indemnified Jones Lang LaSalle against all and any loss, liabilities or expenses arising out of or in connection with non-compliance of its obligations under the GST Laws and GST Rules by the Vendor. Jones Lang LaSalle shall have the right to suspend and/or terminate this Agreement and/or PO (as applicable) at any time and with no further liability to Jones Lang LaSalle, if Vendor breaches any provision of this clause.

12. Turnover Declaration

12.1 In case your turnover is in the preceding financial year is below INR 5 crore, a declaration on your invoice to be mentioned as below:

" We would like to confirm you that, our aggregate turnover in the preceding financial year is below INR 5 crore as per notification No 78/2020 central tax dated 15th October 2020 and notification No 06/2020 integrated tax dated 15th October 2020"