

PURCHASE ORDER

Correspondence Address:
BLUE STAR LIMITED
177/4, Faizabad Road

Invoice To:
BLUE STAR LIMITED
177/4, Faizabad Road,
Lucknow, U.P. 226007, India
Tel No: + 91 11 41494000.
Fax No: + 91 11 41494004
www.bluestarindia.com

Lucknow U.P. 226007 India
Tel No: + 91 124 4094000
Fax No: + 91 124 4094004
www.bluestarindia.com

Our Registration Details		
GSTIN NO.: 09AAACB4487D1ZQ		
Supplier Address: LI00563-00 Indusuno Online Pvt Ltd BUILDING NO.453, SHOP NO.24 1ST SRIVASTAVA MARKET, HAUZ QAZI NEW DELHI - 110006 Delhi -India Vendor GSTIN: 07AADCI9220N1ZA State Code & Name : 07 & DELHI	Order Number: 2000210286 Order Date :20.08.2021 Purchase Org :F002 Your Reference : Buyer :Anil Kaushik Contact Details : 9911171769 anilkaushik@bluestarindia.com	Terms of Delivery: FOR-DOOR DELIVERY Payment Terms: 30 days credit from GRN date Project Number: C10-34025 Description: Lulu Mall Lucknow

Delivery Address: Blue Star Limited C/o Lulu Mall Lulu Mall, Internataional Business Bay 2, Sushant Golf City Lucknow

Place of Supply:

Dear Sir,
Please supply the following materials in accordance with terms of delivery, payment and other terms & conditions printed overleaf and/or annexure.

Sr. No	Material Code Description & Specification	HSN/SAC code	Quantity / UOM	Delivery Schedule	Unit Price (INR)	Discount Per Unit	Other Charges	GST
10	ELMD-CLAMP METER-0 Digital Clamp Meter Supply of Digital Clamp Meter Make -Meco Modle No. - 27 Auto BL Provide Calibration certificate with tool.	85162900	1.000 EA	31.08.2021# 1	2,006.75 per 1 EA			IGST : 18.00%
20	HATO-ZZZZ051-00 Anemometer Digital Supply of Anemometer Digital Make -Meco Modle No. - 961P Provide Calibration certificate with tool.	85011019	1.000 EA	31.08.2021# 1	2,854.25 per 1 EA			IGST : 18.00%
30	HATO-ZZZZ063-00 Decibel level meter Supply of Digital Decibel Meter Make -Meco Modle No. -970P Provide Calibration certificate with tool.	90311000	1.000 EA	31.08.2021# 1	2,769.50 per 1 EA			IGST : 18.00%
40	MMITO-00VCINDRL-00 INDUSTRIAL VACUUM CLEANER Supply of Digital Decibel Meter Make -Bosch Modle No. - GAS-15 Provide Calibration certificate with tool.	82079090	2.000 EA	31.08.2021# 2	10,057.00 per 1 EA			IGST : 18.00%

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Sr. No	Material Code Description & Specification	HSN/SAC code	Quantity / UOM	Delivery Schedule	Unit Price (INR)	Discount Per Unit	Other Charges	GST
50	HATO-ZZZZ062-01 Vibration Meter - VB8203 Supply of Vibration Meter Make - HTC Modle No. - VB-8205 Provide Calibration certificate with tool.	90172010	1.000 EA	31.08.2021# 1	13,561.00 per 1 EA			IGST : 18.00%
60	HATO-ZZZZ074-00 Dry and Wet bulb thermometer Supply of Sling Thermometer Make -Any reputed Provide Calibration certificate with tool.	90258090	1.000 EA	31.08.2021# 1	1,583.00 per 1 EA			IGST : 18.00%
70	HATO-ZZZZ048-A10 A type 10 ft. Ladder with Elec. Insulati Supply of A-type Al Ladder -3 Mtr	70193900	2.000 EA	31.08.2021# 2	5,424.00 per 1 EA			IGST : 18.00%
80	HATO-ZZZZ048-A15 A type 15 ft Ladder with Elec. Insulatio Supply of A-type Al Ladder -5 Mtr	70193900	2.000 EA	31.08.2021# 2	8,136.00 per 1 EA			IGST : 18.00%
90	HATO-ZZZZ022-00 Digital Multimeter Supply of Multimeter Make - Meco Modle No. - 63 Provide Calibration certificate with tool.	90301000	1.000 EA	31.08.2021# 1	1,583.00 per 1 EA			IGST : 18.00%
100	HATO-ZZZZ171-00 Tachometer Supply of Tachometer Make - Meco Modle No. - R-2034A Provide Calibration certificate with tool.	82032000	1.000 EA	31.08.2021# 1	2,769.50 per 1 EA			IGST : 18.00%
110	ELMD-EARTHTEST-00 EarthTester Supply of Digital earth tester Make - Waco Provide Calibration certificate with tool.	90301000	1.000 EA	31.08.2021# 1	4,521.00 per 1 EA			IGST : 18.00%
120	ELMD-MEGGER1000V-0 Insulation Resistance Tester 1000V Supply of Digital Megar 1000V Make - Meco Model No.-DIT-99E Provide Calibration certificate with tool.	85162900	1.000 EA	31.08.2021# 1	2,402.25 per 1 EA			IGST : 18.00%
Total Amount in Words: NINETY FIVE THOUSAND NINE HUNDRED FIFTEEN RUPEES FORTY THREE PAISE						Net Amt(INR)	81,284.25	
						Taxes (INR)	14,631.18	
						Total Value(INR)	95,915.43	

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<p>Special Instructions</p> <ol style="list-style-type: none"> Please send your order acceptance on receipt of this order. Please ensure test certificates, acknowledged delivery challan and LR copy are sent with the invoice and O&M manual with the material as applicable. Dispatch details to be intimated immediately after dispatch of the goods. All documents to be sent to our correspondence address given above. Freight mentioned above is indicative, if the Terms of Delivery mentions FREIGHT AT ACTUALS The supplier will ensure immediate replacement at site against any defect of material or workmanship which is not as per specification mentioned in the purchase order or annexure. Standard warranty applicable-18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier, unless agreed otherwise in writing. Statutory levies including Goods & Services Tax in force at the time of dispatch will be applicable. All invoices submitted should bear Purchase Order Number. The Sales Invoice generated by the supplier against this order shall be in accordance with the provisions of the GST Act and the Rules made there under. Goods should be delivered under e-way bill, to be generated online by the supplier on the GST portal, failing which the buyer shall have the right to reject the goods so delivered. The payment to the supplier shall be subject to the correct upload of the Invoices issued under this purchase order on GSTN portal within the statutory timeline and consequent matching thereof with the records at buyers end. The buyer reserves all the rights to cancel / terminate the contract and withhold the balance payment payable, if the supplier is blacklisted or its GST rating is downgraded below accepted level due to non-compliance or otherwise <p>If any demand of tax, rejection of input tax credit, interest, penalty, fine is imposed on Blue Star on account of non-payment to the Government, of taxes charged to Blue Star / collected from Blue Star by the Supplier / Subcontractor and /or non-submission/inadequate / incorrect submission of information prescribed by the tax department on the part of the Supplier / Subcontractor ,then said demand including tax, interest and penalties shall be recoverable from the Supplier / Subcontractor.</p> <p>You hereby agree as an integral term of your contract with Blue Star that you shall comply with the Blue Star Code of Conduct as stated at: https://www.bluestarindia.com/media/6010/code-of-conduct.pdf .</p> <ol style="list-style-type: none"> You shall go through the Code and acquaint yourselves of your obligations specified under the Code from time to time, and provide an annual declaration of compliance with the Code in the form provided therein. Any non-compliance will be dealt in the manner stated in the above Code. <p>Note : Please quote our PAN on your invoice as per CBDT Notification No. 95/2015 dated 30-12-2015.</p>	<p>For Blue Star Limited</p> <p>Authorized Signatory</p>
<p>As you are aware that, Finance Act 2021 has introduced a new section 194Q in the Income Tax Act, 1961 (the Act) for TDS on purchase of goods.</p> <p>To comply with provisions of the said section, we will deduct TDS on purchase of goods from you during the year exceeding the threshold limit. Hence, we request you to not collect TCS u/s 206C (1H) of the Act.</p>	
<p>Blue Star has established Vendor portal "Star Sampark" to ensure faster processing of your invoices. Now, It is mandatory to submit all your invoices thru vendor portal (http://starsampark.bluestarindia.com/) by creating ASN/invoice.After creating ASN, pl. send original invoices along with ASN copy by courier to APSSC team as per below given address.Pl. note that invoice received without ASN will be not be processed further. Receipt of original invoice along with ASN is must for processing payment. Pl. contact Vendor helpdesk team for any issue related to Vendor portal.</p>	
<p>Original Invoice along with all relevant documents to be sent to : Blue Star - APSSC, C/o. Datamatics Global Service Ltd.,Knowledge Centre, Plot no 58, Street -17, MIDC, Andheri (E), Mumbai 400093,,, Tel No: 022-61021908 Email: vendorhelpdesk.apssc@bluestarindia.com</p>	

UNLESS OTHERWISE AGREED IN WRITING, THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN THIS ORDER

- **CONTRACT:** This Purchase Order/Work Order (hereinafter referred to as 'Order' which expression shall, unless repugnant to the context or meaning thereof, mean and include its amendments duly authorized in accordance with BLUE STAR LIMITED's authorization matrix) shall constitute a contract between BLUE STAR LIMITED (Buyer/Service Receiver) and the Supplier/Service Provider (hereinafter referred to as 'Seller/Service Provider') on whom this Order is placed for delivery of goods/rendering services and immediately upon dispatch of goods by the Seller or commencement of services by the Service Provider it shall be binding on the Seller/Service Provider. The rights and obligations of the Buyer/Service Receiver and the Seller/Service Provider shall be governed solely by the terms and conditions of this Order, including these general conditions. No additional or inconsistent provisions proposed by the Seller/Service Provider shall bind BLUE STAR LIMITED.
- **ACCEPTANCE:** Acceptance of this Order must be given by the Seller/Service Provider in writing within 3 (three) days of receipt of this order failing which the Seller/Service Provider will be deemed to have accepted this Order upon the terms and conditions stated herein and overleaf.
- **PERFORMANCE INDICATOR/STANDARD:** Delivery of goods/performance of services in time is the essence of this Order/Contract and must be strictly adhered to by the Seller/Service Provider. The Buyer/Service Receiver shall be entitled to rescind the Order/Contract wholly or in part if delivery of the goods /performance of services are not made in accordance with the terms of this Order/Contract without taking any formal step such as providing a notice or otherwise. However in the event of the Seller's/Service Provider's failure to deliver the goods/performance of services in time the Buyer/Service Receiver shall at its sole discretion shall be entitled either;
- (a) to purchase goods/get the services from other sources on the Seller's/Service Provider's account in which case the Seller/Service Provider shall be liable to pay to the Buyer/Service Receiver the difference between the price at which such goods/services have been actually purchased/availed and the price calculated at the rate set out in this Order, or
- (b) to hold the Seller/Service Provider liable to pay to the Buyer/Service Receiver damages for non-delivery of goods/non-performance of services in time and on the basis of the difference between the market rate and the contract rate
- (c) the Buyer/Service Receiver at their sole discretion may accept late delivery upon the Seller/Service Provider agreeing to pay to the Buyer/Service Receiver such amount by way of damages as may be imposed by the Buyer/Service Receiver.
- **CHALLAN / DOCUMENTATION:** The goods should be delivered under Challans in triplicate and service should be provided with service reports, Order reference must be mentioned on the challans /service reports/measurement sheets, for goods dispatched/ services rendered /performed by Public Carriers/Service Provider, Railway Receipt or Transport Delivery Receipt (G.C Note) or any other report prescribed must be prepared in favour of the Buyer/Service Receiver and a copy must be promptly sent to the destination address/address mentioned in this Order through registered post. Failure on the part of the Seller/Service Provider to comply with the above requirements shall result in noncompliance of the terms of this Order and the Buyer/Service Receiver shall have the right to forthwith reject the goods supplied/service performed.
- **PROPERTY:** The property of the goods shall pass to the Buyer only upon delivery at the premises mentioned in this Order and accepted by the Buyer.
- **QUALITY:** The goods shall correspond with the description or the sample or the original specifications thereof in all details. Service Provider shall provide all services using commercially best efforts. Otherwise the same shall be liable to be rejected by the Buyer/Service Receiver and the Seller/Service Provider shall be deemed to have wrongfully neglected to deliver the goods/services. The Buyer's/Service Receiver's decision in matter of assessing the quality of the goods/services supplied/performed will be final and binding.
- **INSPECTION OF GOODS/SERVICES:** The Buyer/Service Receiver reserves the right of inspection of goods/services at the points of assembly/performance and/or delivery. Routine and type tests shall be performed at the manufacturer's works and test certificates furnished. If desired by the Buyer/Service Receiver, the Seller/Service Provider will permit or arrange the Buyer's/Service Receiver's authorized representative to be present during any of the tests to be performed to assess the quality of the goods/services to be delivered by the Seller/Service Provider. If the goods/services delivered are not in accordance and or conformity with this Order, the Buyer/Service Receiver or customer of Buyer/Service Provider may reject the goods/services in whole or in part. In such an event the Buyer/Service Receiver shall be free to buy the goods/services from any other source and the Seller's/Service Provider will be liable to reimburse the Buyer/Service Receiver of any additional costs incurred in doing so.
- **ACCEPTANCE OF GOODS/SERVICES:** Acceptance of the goods/services by the Buyer/Service Receiver shall not discharge the Seller/Service Provider from the liability for damages or for any condition or warranty contained herein or implied by law and if after accepting the goods/services or any of them are found to have any defects/deficiency therein either in material, workmanship or otherwise become known to the Buyer/Service Receiver and such defects/deficiency amount to breach of any condition or warranty herein or implied by law, the Buyer/Service Receiver shall forthwith notify the Seller/Service Provider of such defects/deficiency and shall (In additions to any other rights or remedies that the Buyer/Service Receiver may possess) be entitled to reject such goods/service ordered in part or in full and hold the same at the Seller's/Service Provider's risk, cost and consequence. The Seller/Service Receiver shall be responsible and be liable to forthwith replace or to repair the goods free of cost or perform the Service again at the options of the Buyer/Service Receiver for free of cost if any defect and/or deficiency in the composition or a substance or material or workmanship or process or performance or manufacture or in the design of the goods is brought to the notice of the Seller/Service Provider within 12 (Twelve) calendar months from the date of delivery/service.
- **REMOVAL/REWORK OF REJECTED GOODS/SERVICES:** Within 15 (Fifteen) days from the date of intimation from the Buyer/ Service Receiver of their refusal to accept the goods/services the Seller/ Service Provider shall immediately remove/rework the rejected goods/services from the Buyer's/ Service Receiver's godown or site at their own cost. The Buyer/ Service Receiver shall not be responsible or held liable for any loss or deterioration of such rejected goods/services. The Seller/ Service Provider shall pay to the Buyer/ Service Receiver storage charges @ Rs 500/- (Five Hundred) per day for such rejected goods/services for the period exceeding 15 (Fifteen) days as aforesaid.
- **EXCESS DELIVERIES:** Goods/Services must not be delivered by the Seller/ Service Provider in excess of the quantity ordered. The Buyer/Service Receiver assumes no obligation to accept such goods/services and/or make payment in relation of such excess quantity delivered/performed. The Seller/ Service Provider must remove such excess deliveries at their own risk and cost.
- **CANCELLATION AND / OR AMENDMENT:** The Buyer/Service Receiver reserves the right to cancel and/or amend this Order or any part thereof without assigning any reason to the Seller/ Service Provider whatsoever.
- **PACKING:** Goods to be delivered against this Order must be properly packed for the transport by road / rail / air / water to the place stipulated in this Order to avoid any damage during transit. No additional charges will be accepted or paid for packing unless specifically agreed upon by the Buyer. The packaging norms shall be compliant with the Legal Metrology Act, Packages Commodities Rules and such other legislations as may be applicable.
- **CONSEQUENTIAL LOSS:** The Buyer/ Service Receiver shall in no event be liable for loss of profit, loss of revenue, loss of use, loss of production, loss of capital or cost connected with interruption of operation, loss of anticipated saving, indirect or consequential damage or loss of any nature which the Seller/ Service Provider may have suffered.
- **LIMITATION OF LIABILITY:** Notwithstanding anything contained in this contract/Order/ amendments to the contrary with respect to any and all claims arising out of the performance or non-performance of the obligations under this Contract / Order / amendments, whether arising in contract, tort warranty, strict liability or otherwise, the Buyer/ Service Receiver liability shall not exceed in the aggregate 10% (Ten Percent) of this order value or deliveries made whichever is lower.
- **PAYMENTS:** All bills/invoices for deliveries/Services made/provided by the Seller/ Service Provider shall bear the GST registration number of the Seller/ Service Provider and should be submitted in duplicate bearing the order No. and the date as reference along with receipted challans /service reports/measurement sheets duly stamped at the office specified in this Order. Seller/ Service Provider should strictly adhere to the instructions contained in this Order failing which payment is liable to be delayed. No interest shall be paid by the Buyer/ Service Receiver to the Seller/ Service Provider under any circumstances for such delayed payment if made. However legitimate payment will be made after the agreed period of credit as mentioned in this Order. Seller/ Service Provider agrees and acknowledges that Buyer/ Service Receiver shall not be liable to make any payment to the Seller/ Service Provider if the document submitted by the Seller/ Service Provider evidencing the proof of delivery is not duly stamped or is not signed by authorized representative of the Buyer/ Service Receiver. Seller/ Service Provider also agrees not to bring any claim against the Buyer/ Service Receiver on the basis of a document confirming or acknowledging the balance payable unless the same is signed by a person designated as Vice President or above with the Buyer/ Service Receiver. Buyer/Service Provider would not be responsible for any liabilities, including but not limited to payment of wages, increased transportation charges, any charge in addition to the amount prescribed in the Order, of Seller or Service Provider while supplying goods/ providing service to the Buyer/Service Receiver.
- **RIGHT OF SETOFF:** The Buyer/ Service Receiver shall be entitled to recover from the Seller/ Service Provider any sum due to the Buyer/Service Receiver on account of damages, penalty or otherwise whether in respect of deliveries under this order or under any of its previous orders by deducting such sums from the amount payable to the Seller/ Service Provider in respect of deliveries made under this order or under any of the prior or subsequent order. The right of setoff shall be at the sole discretion of the Buyer/ Service Receiver.
- **INDEMNITY:** The Seller/ Service Provider shall indemnify the Buyer for loss of profit, loss of revenue, loss of use, loss of production, loss of capital or cost connected with interruption of operation, loss of anticipated saving, indirect or consequential damage or loss of any nature which the Buyer/ Service Receiver may have suffered and from all claims for injury that may be caused to any person by any act of the Seller/ Service Provider or his agents or servants whether employed by him or not while in or upon the Buyer's/ Service Receiver's premises and in respect of any other damages that may be caused to any property including plant and machinery of the Buyer/ Service Receiver or its clients in course of delivery of the goods/services.
- **GUARANTEE:** The Seller/ Service Provider shall guarantee that all goods/services delivered are free from any defects/deficiency and bad workmanship and that the good/service/equipment delivered shall operate satisfactorily within the agreed guarantee period which shall be 12 (Twelve) calendar months from the date of installation and commissioning acceptance by the Buyer/ Service Receiver or such other guarantee period unless otherwise specified in this Order. The Seller/ Service Provider will be the responsible for free rework, replacement or repairs in case of defective goods/deficiency in services and/or non-satisfactory performance of the equipment/services delivered.
- **FORCE MAJEURE:** The Seller/ Service Provider shall be under no liability for failure to deliver and the Buyer/ Service Receiver for accepting delivery of goods/services or any part thereof when such failure is due to fire, earthquakes, floods or by Act of God.
- **INTELLECTUAL PROPERTY RIGHTS:** The Seller/ Service Provider shall indemnify the Buyer/ Service Receiver against any claim for infringement of any patents, registered design, trade mark or trade name on sale of goods/services to the Buyer/ Service Receiver
- **CONFIDENTIALITY:** The Seller/ Service Provider agrees that he/she will not use, sell, loan or publicize any of the specifications blue prints or designs, delivered or paid for by the Buyer/ Service Receiver for fulfillment of the Order without prior written consent from the Buyer/ Service Receiver.
- **JURISDICTION & ARBITRATION:** Any dispute arising out of or in connection with this Order shall be subject to arbitration in accordance with Arbitration and Conciliation Act, 1996 or any amendment thereof. The dispute shall be arbitrated upon by a sole arbitrator mutually appointed by the Seller/ Service Provider and the Buyer/ Service Receiver. The seat of arbitration shall be Mumbai. The arbitration shall be conducted in English language. Any suit or other proceedings to enforce the rights of either party in relation to arbitration shall only be instituted in and tried by the Courts in Mumbai.