

Netmagic IT Services Pvt. Ltd.

2nd Floor [North Side] - Netmagic Annex, Block B - 2, Nirlon Knowledge Park,
Off Western Express Highway, Goregaon (East), Mumbai - 400 063.
Tel: +91 22 4009 9099 | Fax: +91 22 4009 9101 | www.netmagicsolutions.com

**Service Order**

Supplier: 20474	Service Order NMITS-ONI0000066
BRANDARMS	Date 16/JUL/2014
406, Tandon Apartments, DR Charat S	Page 1 of 4
Andheri (East),	Netmagic CIN No U72900MH2005PTC153896
Mumbai MH 400093 India	Netmagic VAT No 27955220208V
Contact Person :	Netmagic CST No 27955220208C
Phone No :	Buyer Girish Trivedi
Email Id :	Quotation Reference BA-3M-2014
PAN No : AACPS2080G Service Tax No : AAEFE1763CSD001	Currency INR Currency Conversion 1
VAT-TIN :	
ECC No :	

Please supply following in accordance with instructions given below & subject to standard conditions mentioned overleaf.

Bill To: Netmagic IT Services Pvt. Ltd. Block B2, 2nd Floor, Nirlon Knowledge park, Off Western Express Highway, Goregaon(E), Mumbai -400063 , India	Ship To: Netmagic IT Services Pvt. Ltd. Block B2, 2nd Floor, Nirlon Knowledge park Off Western Express Highway, Goregaon (East) Mumbai MH 400063 India
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Service Start Date: 01/JUL/2014

Service End Date: 30/SEP/2014

Expected Service Commission Date: 01/JUL/2014

LD/Penalty Clause: NA.

Payment Terms :

Total Order Value: INR 370,788.00

Rupees Three Lac Seventy Thousand Seven Hundred Eighty-Eight Only

Bill of Material : Appendix A

Terms of Condition : Appendix B

Remarks : Website Maintenance Service Charges for 3 Months.

Note :

Appendix A and Appendix B form an internal part of this service order .

For Netmagic IT Services Pvt. Ltd.


Authorized Signatory

Service Order

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Appendix A - Bill of Materials

[illegible]

Note :
Appendix A and Appendix B form an internal part of this service order .

For Netmagic IT Services Pvt. Ltd.

Authorized Signatory

Service Order

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Appendix B - Terms & Conditions			

1.0 DEFINITIONS

The following terms shall have the meanings defined below when used in CAPITAL letters herein:

- 1.1** OWNER shall mean Netmagic IT Services Pvt Ltd., their successors and assigns, from time to time.
- 1.2** SERVICE ORDER shall mean this SERVICE ORDER and amendments thereof and the drawings, specifications and other documents / papers referred to therein.
- 1.3** SERVICE PROVIDER shall mean the person, firm or company with whom OWNER has placed SERVICE ORDER.
- 1.4** SUB-SERVICE PROVIDER shall mean any person, firm or company other than OWNER supplying GOODS in connection with SERVICE ORDER to SERVICE PROVIDER.
- 1.5** The term "SERVICE PROVIDER" as used herein shall encompass such terms as "Vendor", "Supplier", "Bidder" or "Sub Service Provider" as used in documents referenced herein or attached hereto.
- 1.6** The term "OWNER" as used herein shall encompass such terms as "Netmagic", "Purchaser" or "Customer" as used in documents referenced herein or attached hereto.
- 1.7** GOODS shall mean all items to be provided under SERVICE ORDER whether raw materials, processed materials, equipment, fabricated products, services, drawings or other documentation as applicable.
- 1.8** SITE shall mean the OWNER'S site as defined elsewhere in this SERVICE ORDER.
- 1.9** This Composite Job Order is placed in the name of Netmagic IT Services Pvt Ltd. on behalf of OWNER. However, all correspondence, invoicing, deliveries and payments shall be in the name of the OWNER only. All statutory compliances including payment of duties and taxes shall be by the OWNER only.

2.0 SCOPE OF SUPPLY AND PRICING

- 2.1** A comprehensive SLA for the aforementioned services is to be provided by SERVICE PROVIDER
- 2.2** SERVICE PROVIDER will arrange for any and all necessary permissions to ensure delivery of the service.
- 2.3** The total value of this SERVICE ORDER is divided under One time Setup Charges if any and Annual Recurring Charges. This SERVICE ORDER covers the entire scope of the project; hence all pricing is covered in this SERVICE ORDER.
- 2.4** The prices are F.O.R. site, inclusive of supply, installation and commission of the Service.

3.0 SERVICE

The relevant SERVICE ORDER values and prices for the SERVICE are as detailed in the Appendix - A section of this SERVICE ORDER.

4.0 INVOICING INSTRUCTIONS

SERVICE PROVIDER will submit 2 copies of original Invoice & accepted Commissioning Note. SERVICE PROVIDER shall clearly indicate the SERVICE ORDER number on the Invoice with tax breakup and submit within 7days after one month of date of commission. All invoices must be manually or digital signed.

5.0 SUPPORT

SERVICE PROVIDER agrees to provide support during the entire period as per the agreement. SERVICE PROVIDER shall depute all it resources to rectify the problem / defective part within the maximum period indicated in the agreement from the time of intimation of the problem by OWNER.

6.0 VARIATION IN TAXES

- 6.1** The total Order Value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. However, incase of reduction in Taxes after the stipulated commission date, the benefits of the same shall be passed on to OWNER.

Service Order

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- 6.2** No other Taxes, Duties & Levies other than those specified above will be payable by OWNER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of SERVICE ORDER but within the stipulated service commission date.
- 6.3** Not with standing what is stated above, changes in Taxes, Duties & Levies shall applied only to that portion of SERVICE PROVIDER not executed on the date of notification by Competent Authority. Further, changes in Taxes, Duties & Levies after due date of commission of service shall not affect SERVICE ORDER Terms and Value.
- 6.4** SERVICE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).
- 7.0** TERMINATION FOR DEFAULT
- Without prejudice to any rights which OWNER holds under law, OWNER can terminate the whole or part of SERVICE ORDER in any one of the following circumstances which would be deemed to be a breach by the SERVICE PROVIDER.
- If SELLER fails to make delivery of the service within the time specified in SERVICE ORDER.
 - If SERVICE PROVIDER fails to perform any of the other provisions of given PURCHASE ORDER in accordance with its terms.
 - OWNER will give you 1 month Termination Notice by mail.
 - Any commercial impact in the Form of Short / Non / Delayed payment by End User due to disruption / dilution in support / service to entirely passed on to the SERVICE PROVIDER.
- 8.0** VENDOR DETAILS
- 8.1** SERVICE PROVIDER should be registered under SERVICE TAX and should issue "TAX Invoice" clearly stating the SERVICE TAX amount separately.
- 8.2** OWNER shall deduct TDS as applicable from the payment and shall issue TDS Certificates for the same.
- 9.0** LEGAL JURISDICTION
- All disputes arising will be subject to the jurisdiction of the Courts in Mumbai and law of India shall prevail
- 10.0** COMMUNICATION
- All communications, correspondence and documentation requested in this PURCHASE ORDER shall be addressed as follows:-
- OWNER : NETMAGIC IT SERVICES PVT. LTD
- 2nd Floor (North Side), Block -B2 , Nirlon Knowledge Park, Off Western Express Highway
- Goregaon (E), Mumbai – 400 063 ,Tel :4009 9099 Fax :4009 910