

SERVICE ORDER	
<b>To,</b> ADL COORDINATES PRIVATE LIMITED NA Raj Steel Treatment, B-76, MIDC Road, Satpur, Nashik, Nashik-422007 Maharashtra	<b>Order Number</b> : 5170000760 <b>Order Date</b> : 05.03.2025 <b>Our contact details :</b> Arvind Chauhan 9953536473 arvind.chauhan@serentica.in
<b>Vendor Tax Registration Details</b> <b>PAN No.</b> : AAXCA6483D <b>GST No.</b> : 27AAXCA6483D1Z6	<b>Our Tax Registration Details</b> <b>PAN No.</b> : ABMCS7474A <b>GST No.</b> : 06ABMCS7474A1Z6
<div><div><b>Basic Price</b></div><div><b>Other Charges</b></div><div><b>Taxes and Duties</b></div><div><b>Amount in words</b> : INR Seventeen lakhs twenty-five thousand one hundred sixty only</div></div> <div><div><b>Amount (INR)</b></div><div>1,462,000.00</div><div>0.00</div><div>263,160.00</div><div><b>Total 1,725,160.00</b></div></div>	
WO for AAI & MOD NOC Processing 66 Locations at Annigeri, KA	
Payment Terms	
50% of the total value as advance alongwith PO, 25% of the value after AAI NOC and rest 25% with MOD NOC.	
<div><div><b>Buyer's authorised sign &amp; stamp</b></div><div><b>Vendors's authorised sign &amp; stamp</b></div></div> <div><div></div><div></div></div> <div><div>4th Floor, Godrej Millennium, 9 Koregaon Road, Pune, Maharashtra - 411001, INDIA</div><div>CIN: U33120PN2014PLC172393   www.sterlitepower.com</div></div> <div><div></div><div><b>Page 1 of 6</b></div></div>	

**Annexure - I****SO Number** 5170000760**1 AAI + MOD NOC For 66 Location  
Plant : S14H**

Sr.No.	Service Code	SAC No	Qty Uom	Rate	Value
1.1	3000826 AAI + MOD NOC For 66 Location	9983	1.000 AU	1,452,000.00	1,452,000.00
1.2	3000826 2 Resurvey charge for NIWE	9983	1.000 AU	10,000.00	10,000.00
					<b>1,462,000.00</b>
<b>Grand Total</b>				<b>INR</b>	<b>1,462,000.00</b>

**Amount in words :** INR Fourteen lakhs sixty-two thousand only**Payment Terms:** Payment terms as per text.**Incoterms:** FOR DESTINATION**Compliance of GST Law:**

1. It shall be responsibility of the contractor / supplier /vendor to comply with all the requirements prescribed in the GST Law as may be applicable in respect of supplies and services made by them under this agreement /order to enable SPTL to avail entire input tax credit on timely basis .It is the responsibility of the supplier/Contractor/Vendor to comply with the following key indicative compliance requirements ,failing which SPTL reserves the right to recover the applicable taxes / amounts including interest, penalty and associated litigation cost from the dues payable to the contractor/supplier/vendor or SPTL shall withhold such amounts from the subsequent payments to the Contractor/supplier/vendor till the time input tax credit so denied or disputed is reinstated.
- (I) The contractor /supplier /vendor shall issue a proper tax invoice or E-invoice, any debit or credit note,wherever applicable containing all the particulars as prescribed in the GST invoice rules
- (II) The contractor / supplier / vendor shall file the periodic statement returns as per the provisions of GST Law on a timely basis and include therein details of all the invoice/debit/credit raised during the relevant month under the present agreement /order:
- (III) The contractor /supplier / vendor shall deposit the GST amount due to the government on a timely basis against the said supply:
- (IV) The contractor /supplier /vendor shall support SPTL on best effort and timely basis to sort out the discrepancies communicated by GST Authorities if any:
2. The contractor / supplier / vendor shall issue GST Law Compliant receipt voucher in case any advance is paid to him and shall issue GST Law complaint refund voucher in case the advance amount is refunded to SPTL within the timeline under the GST Law.
3. Contractor / Supplier / Vendor should also send original certified invoice copies to Serentica office for records and payments

**STANDARD TERMS OF PURCHASE:**

All the standard terms of purchase shall be as per the Contract Agreement

Serentica Renewable India Private Limited #Buyer, #Owner hereinafter referred to as the #Purchaser# hereby mentions its standard terms of Purchase for Products and services sourced by it. These terms and conditions form part of and apply to all the transaction of purchase any Products. These terms are in addition to the Special Terms and Conditions (in Purchase Order (#PO#) or any contract governing Purchaser OrderTerms, the Special Terms will supersede.

1. The Purchase Order raised/issued by the Purchaser shall be binding on the Seller, upon Seller accepting the same. Where the Counter offer or conditional acceptance is given by the Seller, the same shall not be binding on the Purchaser, unless accepted by the Purchaser.The Seller, before accepting Purchase Order must ensure that the terms of its order and any applicable specifications

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are complete, accurate & has understood the scope of supplies.

2. All the prices mentioned in the PO are mentioned in Indian Rupees unless stated in the PO in a different currency. Logistics, insurance, octroi are inclusive in the price, unless otherwise mentioned in the PO. In case of exports sale, the price is FOB unless stated otherwise. The Seller is liable to pass on to the Purchaser, any benefit accruing to the Seller on account of any reason like change in duty structure, statutory subsidies, exchange rate fluctuations, etc.

3. The Prices shall be effective from the date of issue of the said Purchase order, unless any other date / period is mentioned in the PO and provided the Purchaser has not previously withdrawn it.

4. The final Quotation issued by the Seller shall be complete with details like full description of the Products to be purchased, delivery schedule. The matters, on which Quotation of Seller is silent, shall be dealt in with by the Purchaser in prudent manner, deemed fit by the Purchaser.

5. Any terms and conditions mentioned in the Quotation of Seller/Invoice or otherwise which are conflicting with the terms and conditions mentioned herein then the terms and conditions of PO will supersede. The Seller will not accept PO of Purchaser unless it agree with this clause.

6. The quantity and description of the Products will be as set out in the PO. All supplies shall be as per samples, drawings, descriptive matter, specifications and advertising issued by the Seller (or the manufacturer of the Products) The Seller may make any changes to the specification, design, materials or finishes of the Products which are required to conform with any applicable safety or other statutory or regulatory requirements with price approval and consent from the buyer.

7. Without prejudice to the Seller's right to require payment in full on the due date, the Purchaser may at its sole discretion, avail further period of credit by paying interest on overdue accounts at the rate of 3.5% above the Landon Inter Bank Offered Rate (#LIBOR#) SBI 6 month MCLR as applicable on the close of Due date, provided that the period of credit shall not exceed 180 days.

8. All payments by Purchaser will be made after set-off, withholding of any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature under this Purchase order with Seller. The Seller will not suspend performance of its obligations under the Contract or Purchase order if the Purchaser delays payment due to breach of any condition of PO BY SELLER OR FOR ANY OTHER REASON WHATSOEVER.

9. The Seller agrees that the Purchaser shall be entitled to use the services of a credit agency from time to time to obtain information concerning the Seller (and its Directors) in order to assess the Seller's credit worthiness.

10. The Seller is deemed to have delivered the Products when the Products are received at Purchaser's site and from there on all the risk of loss, damages or destruction to the Products shall be on account of the Purchaser. The title in the Products supplied will be transferred to Purchaser upon Seller giving delivery to transporter and Products leaving Seller's premises or as applicable in the PO incoterm. Purchaser will eligible to exercise general lien over the Products supplied, available to it under this agreement and under common law.

11. Where the Purchaser does not provide any specific instructions, the Seller shall select the best carrier as per market survey. the Seller shall select the best carrier. Purchaser neither be held responsible for any delay in the delivery by the carrier, nor the carrier be deemed as an agent of the purchaser.

12. The Seller is liable for claims for non-fulfillment or late Delivery of Products or for any loss or damage (including consequential loss or damage) suffered by the Purchaser arising from delay in Delivery or failure to deliver. In case the Purchaser forgoes its rights to inspect the Product within the agreed time period, it will not absolve the Seller of its liabilities for supplies not as per PO/Specifications.

13. Unless otherwise agreed by the Purchaser and the Seller, the Seller shall not be entitled to deliver the Products in partial shipments or divert the ready stock material elsewhere.

14. The Seller shall not be entitled to charge the Purchaser for any costs, charges or expenses whatsoever that the Seller may incur as a result of the following events:

- Detention of the Products to the extent the same is caused or contributed to by the Seller; ;
- Demurrage on ships and port as a consequence of any act or omission of the Seller;
- Any special requirements or stipulations of the Purchaser accepted by the Seller;
- Any increase in duties, taxes on products or principal raw-material, freight, insurance or other

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charges or expenses from the date of Purchase order;

15. The Purchaser shall have right to inspect the Products immediately upon receipt and, if the Products are damaged or not otherwise in conformity with the contract relating to their supply shall give written notice to the Seller of the details in respect thereof within 30 (thirty) days of unpacking for the purpose of use/installation, wrt patent latent transit or material defects. The notice for latent defects will be given within 30 (thirty) days of such defects coming to knowledge of the Purchaser.

16. Any Products the subject of a notice as aforesaid shall be left to the extent practicable, in the state and condition in which they were delivered until such time as the Seller or its duly authorised agent has inspected the Products, such inspection to be carried out within reasonable time after notification by the Purchaser at the cost of Seller. The Seller shall be liable for replacement of Products at no extra cost to the Purchaser or alternatively such reasonable damages at sole discretion of the Purchaser, in addition to other liabilities under the contract LDS will be calculated basis final delivery of replacement materials.

17. Unless provided otherwise, in case of delay in supplies the Seller shall be liable to pay liquidated damages equal to 0.5% of the purchase consideration for a each week of delay or part thereof subject to maximum of 10% of the total purchase consideration. The liquidated damages shall be adjustable form purchase consideration and/or adjusted from any other dues as per the discretion of the Purchaser. Notwithstanding anything mentioned in this contract, the Purchaser at any point of time if is of the opinion that delay on the part of Seller may cause a damage to its business, then it can source the Product from the other supplier entirely at the cost of the Seller.

18. The Products sold under this contract shall be of the best of the best quality and workmanship and shall be strictly in accordance with specifications and particulars contained in the order hereof and Seller hereby warranties that Products would continue to conform to the description and quality aforesaid for a period of 3 (three) years from the date of supply of stores or 3 (three) years from the date of installation whichever is earlier (or such other period as may be agreed in the PO). If during the aforesaid period, the said Products are discovered not to confirm to the description & quality or any manufacturing defect is found, the Purchaser shall be entitled to reject the said products of such portion thereof as may be discovered not to confirm to the said quality and description. On such rejection the Products shall be at the Sellers risk. The Seller shall be liable for replacement of Products at no extra cost to the Purchaser or such reasonable damages at sole discretion of the Purchaser, in addition to other liabilities under the contract.

19. The Purchase and Seller will not be deemed not to be in breach of the Contract or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to Force Majeure, provided that it has and continues to comply with its obligations set out in Condition. If the performance of its obligations under the Contract is affected by Force Majeure the party affected will give written notice to the other party, specifying the nature and extent of the Force Majeure, as soon as reasonably practicable after becoming aware of the Force Majeure and will at all reasonable endeavors to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, mitigate its severity; the datefor performance of such obligation will be deemed suspended only for a period equal to the delay caused by such event; and Seller will not be entitled to payment from the Purchaser in respect of extra costs and expenses incurred by virtue of the Force Majeure.

If the Force Majeure in question continues for more than 3 (three) months, either party may give written notice to the other to terminate the Contract. The notice to terminate must specify the termination date, which must not be less than 15 (fifteen) days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.

20. The Seller/Purchaser may by notice in writing served on the other side terminate the Contract immediately if such other side is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, such other side fails to remedy such breach within 15 (fifteen) days service of a written notice from the Seller/Purchaser as the case may be, specifying the breach and requiring it to be remedied. A party may by notice in writing served on the other, terminate the Contract immediately if the such other party shall be liquidated, have a receiver appointed over any of



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its assets or otherwise become subject to the insolvency laws of the country in which incorporated.

21. The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Purchaser or the Seller accrued prior to termination the conditions, which expressly or impliedly have effect after termination will continue to be forceable notwithstanding termination. The Purchaser will be entitled to suspend any payments following service of a notice specifying a breach, until either the breach is remedied or the Contract terminates, whichever occurs first. The Seller will be liable to refund purchase consideration / advance payment received from Purchaser in case the termination is attributable to default of the Seller.

22. In case of wrongful termination of contract by the Seller or in case of termination of contract by the Purchaser for default/breach on the part of the Seller, the Seller shall protect, defend, indemnify and hold Purchaser harmless from and against all Losses arising directly or indirectly from or incurred by reason of such termination and shall, without demur, pay to Purchaser an amount within ten (10) days of receipt of an demand from the Purchaser therefor.

23. Seller warrants to Purchaser that the Products shall be delivered free from any rightful claim of any third party concerning infringement of any Patent or other Intellectual Property Rights in respect thereto. In case of any such claim, the Purchaser shall: (i) in respect thereto. In case of any such claim, the Purchaser shall: (i) promptly notify Seller in writing of any such claim, and (ii) Seller shall assist Purchaser in the conduct of such defense; and, Purchaser shall allow Seller, at Seller's expense, to procure the right for Purchaser to continue using the Products or to replace or modify the Prod Purchaser a refund of the purchase price in exchange for return (at Seller's cost) of the Products claimed to infringe.

24. The Seller will keep confidential any and all Confidential Information that it may acquire. The Seller will not use the Confidential> In>obligations under the Contract. The Seller will ensure that its officers and employees comply with the provisions of this Condition even after the earlier termination/ expiry of this Contract. and employees comply with the provisions of this Condition.

25. The Seller is liable to provide technical advice to the Purchaser relating to Products supplied by the Seller or use of them. If failure to provide any such material information results in loss/damage/injury to Purchaser or its employees/contractors then Seller shall be liable for all such damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like other losses). loss of profits, loss of business, depletion of goodwill and like loss).

26. The Products may be subject to export controls and regulations of the country of manufacture, or the country of shipment, and export may require a valid export license. Seller must ensure compliance with applicable export controls. Purchaser will have no obligation to receive product until all required export regulations are complied by the Seller.

27. Seller will not change design, dimensions, weight or specifications of the Products and/or packing. Seller shall not make any change to Products ordered by Purchaser without the Purchaser's Written consent change to Products ordered by Purchaser without the Purchaser's consent whether the change impairs the performance or function of the Products or not.

28. These Terms and Conditions shall not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the parties, provided that Seller shall assign any of its rights, and/or obligations hereunder without the prior written consent of Purchaser, and any attempted assignment without consent shall be null and void. permitted assigns of the parties, provided that no Party shall assign any of its rights, and/or obligations hereunder without the prior written consent of the other, and any attempted assignment without consent shall be null and void.

29. Any notice and other communications provided shall be in writing and shall be first transmitted by facsimile transmission and then confirmed by postage, prepaid registered post with acknowledgement due or by internationally recognized courier service, in the manner as elected by the Party giving such notice at the Seller's Office address on the Quotation/offer, in favour of 'Head Marketing'.

30. All notices shall be deemed to have been validly given on (i) the Business Day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile trans



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the Business Day after expiry of seven days after posting if sent by registered post, or (iii) the date of receipt or the succeeding BusinessDay if the date of receipt is not a Business Day,if sent by courier.

31. These Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of India. The competent Court at New Delhi,India in exclusion of other courts shall have jurisdiction in relation to any matter arising out of or incidental to this Agreement.Mumbai, India in exclusion of other courts shall have jurisdiction in relation to any matter arising out of or incidental to this Agreement.

32. If at any time any Party shall waive its rights accruing to it due to breach of any of the provisions of these terms and condition such waiver shall not be construed as continuing waiver of other breaches of the same kind or other provisions of the terms and conditions. No delay on the part of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Parties of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder.

33. Any provision of the terms and conditions, which is held to be invalid or unenforceable for any reason, shall be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining provisions hereof.

34. Notwithstanding anything contrary to the above understanding, Purchaser shall be liable for any indirect, incidental, special or consequential damages with respect to the subject matter hereof, including, but not limited to, lost profits and loss of business, regardless of whether such damages could have been foreseen or prevented arising out of or in connection with this Contract. Without prejudice to the above, the total maximum liability of the Purchaser in case of any cause of action arising (whatsoever may be) under this Agreement then the same shall be limited to ten thousand rupees only.

35. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the terms and Conditions or regarding any question, the dispute shall be referred to a panel of single arbitrator to be appointed as per the procedure given under Indian Arbitration and Conciliation Act, 1996 (including any modification, amendment and re-enactments thereof). The Arbitration proceedings shall be held in New Delhi. The proceedings of arbitration shall be in English language. The Parties agree that the award of the arbitrator will be final and binding and be the sole and exclusive remedy between them, to the exclusion of remedy in courts of law, regarding all claims and counter claims presented to the arbitrator and all rulings made by the arbitrator.

36. The Parties acknowledge and agree that any breach or violation of the terms and conditions may cause irreparable harm to the other party the amount of which may be difficult to ascertain therefore the Parties agree that in the event of any breach or threatened breach of any of the covenants herein by the other party the other party shall have the right to apply to the Court of competent jurisdiction for an injunctive order restraining any such breach of threatened breach, without any proof of actual damage, as may be appropriate to ensure compliance with the provisions of the terms and conditions, and for such relief as the aggrieved party may deem appropriate. Such right of the aggrieved party shall be in addition to the remedies otherwise available to the aggrieved Party at law or in equity.

37. The Purchaser has registered its manufacturing sites to the ISO 14001 Environmental Management System and accordingly the Purchaser required to demonstrate strong commitment to environmental regulatory compliance, resource conservation, and pollution prevention. The Sellers are an integral part of this ISO 14001 certification effort & therefore ,the Sellers are expected to fully support & cooperate with these effort .The Seller shall comply with relevant Industry Standards & Regulations regarding Environmental, Health, and Safety. In addition ,Seller shall comply with additional environmental, health, and safety requirements & standards as designated by any specific agreements between Seller and the Purchaser.

38. These terms will mutadis mutandis apply to services contract for services availed by the Purchaser.

39. This is computer generated Purchase Order hence does not require Signature.

40. In case we do not receive a formal acceptance within 3 days from the date of receipt of Purchase Order, the orders shall be deemed to be accepted by the Seller.



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