



DHANANJAY ENTERPRISES-I

PLOT NO. M-147, MIDC WALUJ, AURANGABAD-431136

Reg. Office: "ISHA" A-18, N-4, CIDCO, Aurangabad, Maharashtra, India. pin-431003,

Tel: +0240-6607928, E-mail: info@dhananjaygroup.com

Service Purchase Order

Vendor Code : 101193 Vendor Name : SHITAL ROADLINES Address : AURANAGABAD-176 SHOP NO.3 KAMGAR CHOWK WALUJ MIDC District/City : AURANAGABAD Region : 27 GSTIN : 27ACTPN3031F2ZJ PAN NO : ACTPN3031F Contact Person: Mobile Phn : E-MAIL : shitalroadlines22@gmail.com	Purchase Order: 4900002870 Date : 18.06.2022 Purchase Rev : Rev Date: Plant Code : 2001 Plant name : DHANANJAY ENTERPRISES-I GSTIN No : 27ACQPK8928H1ZY Pan No : ACQPK8928H Website : www.dhananjaygroup.com Buyer Name : Mr. Suresh Kandakure Mobile No : 8552000902 Buyer E-mail : kandakuresn@dhananjaygroup.com Updated By : Mahendra. .
---	---

Dear Sir,
Ref. Your Ref/Quotation No
We have pleasure in placing with you our Order for the following:-

Place of Delivery/consignee Address:
DHANANJAY ENTERPRISES-I
PLOT NO. M-147, MIDC WALUJ, AURANGABAD-431136
Region: 27 **GSTIN** : 27ACQPK8928H1ZY

Sr No	Ser. Code	Ser. Description	UOM	Qty	Price INR	Per	Dic (%)	Amount
1	Del Date: 18.06.2022	TRAIN TRANSPOTATION (A'BAD-P'NAGAR) HSN/SAC CODE:996512	AU	1.000	0.00	1	0.00	2,699,730.00
		10) BY TRAIN TRANSPOTATION CHARGES A'BAD-P'N	KG	9,999	20.00			
		20) LR CHARGES BY TRAIN	AU	9,999	50.00			
		30) DOOR DELIVERY CHARGES (BY TRAIN)	AU	9,999	200.00			
		CGST: 2.50						67,493.25
		SGST: 2.50						67,493.25
2	Del Date: 18.06.2022	BY AIR TRANSPOTATION CHARGES A'BAD-P'N HSN/SAC CODE:996531	AU	1.000	0.00	1	0.00	699,930.00
		10) BY AIR TRANSPOTATION CHARGES A'BAD-P'N	KG	9,999	70.00			
		CGST: 9.00						62,993.70
		SGST: 9.00						62,993.70

Payment Terms : P30D-Net Due in 30 Days
Incoterms : DAP-Delivered at Place
Inco.Location : PLOT NO. M-147,

Total in Words : THIRTY SIX LAKH SIXTY THOUSAND SIX HUNDRED THIRTY THREE Rupees NINETY Paise

BASIC SUBTOTAL (INR) : 3,399,660.00
FREIGHT CHARGES : 0.00
PAKING & FORWARDING : 0.00
INSURANCE : 0.00
CGST TOTAL : 130,486.95
SGST TOTAL : 130,486.95
IGST TOTAL : 0.00
GRAND TOTAL (INR) : 3,660,633.90

DHANANJAY ENTERPRISES-I

PLOT NO. M-147, MIDC WALUJ, AURANGABAD-431136

Reg. Office: "ISHA" A-18, N-4, CIDCO, Aurangabad, Maharashtra, India. pin-431003,

Tel: +0240-6607928, E-mail: info@dhananjaygroup.com

Service Purchase Order

Vendor Code : 101193 Vendor Name : SHITAL ROADLINES Address : AURANAGABADX-176 SHOP NO.3 KAMGAR CHOWK WALUJ MIDC District/City : AURANAGABAD Region : 27 GSTIN : 27ACTPN3031F2ZJ PAN NO : ACTPN3031F Contact Person: Mobile Phn : E-MAIL : shitalroadlines22@gmail.com	Purchase Order: 4900002870 Date : 18.06.2022 Purchase Rev : Rev Date: Plant Code : 2001 Plant name : DHANANJAY ENTERPRISES-I GSTIN No : 27ACQPK8928H1ZY Pan No : ACQPK8928H Website : www.dhananjaygroup.com Buyer Name : Mr. Suresh Kandakure Mobile No : 8552000902 Buyer E-mail : kandakuresn@dhananjaygroup.com Updated By : Mahendra. .
--	---

Dear Sir,
Ref. Your Ref/Quotation No
We have pleasure in placing with you our Order for the following:-

Place of Delivery/consignee Address:
DHANANJAY ENTERPRISES-I
PLOT NO. M-147, MIDC WALUJ, AURANGABAD-431136
Region: 27 **GSTIN** : 27ACQPK8928H1ZY

Special Condition If Any: You are solely responsible for any material damaged in transit. And also we will debit your account

SPECIAL INSTRUCTION

- 1) YOU WILL SUPPLY THE COMPONENTS AS PER DRAWINGS/APPROVED SPECIFICATION
- 2) MATERIAL SHOULD BE DESPACHED WITH PDI (PRE DESPACHED REPORT) ONLY.
- 3) QCPC (QUALITY CONTROL PROCESS CHART) TO BE RE-SUBMITTED IN CASE CHANGE IN PROCESS.
- 4) PLEASE SUPPLY AS PER DELIVERY SCHEDULE ADVISED TO YOU BY PLANT PPC/PURCHASE DEPARTMENT FROM TIME TO TIME.
- 5) TAXES PRINTED FOR EACH ITEM ARE CURRENT.
- 6) PLEASE SPECIFY THIS PURCHASE ORDER/SERVICE ORDER/WORK ORDERS NO, SUPPLIER CODE, MATERIAL SR.NO, CODE & DESCRIPTION ON EVERY BILL.
- 7) IN CASE THE PRODUCT BY YOU HAS A LIMITED SHELF LIFE, PLEASE ENSURE THAT AT LEAST 3 MONTHS SHELF LIFE IS REMAINING AS ON DATE OF RECEIPT AT DHANANJAY METAL/DHANANJAY AUTO/DHANANJAY ENTERPRISES. PLEASE SPECIFY DATE OF MANUFACTURING AND DATE OF EXPIRE ON EACH PACKING.
- 8) PLEASE ENSURE THAT NAME OF THE MANUFACTURERS, ITEM CODE, DESCRIPTION, QUANTITY IS PRINTED OR STAMPED ON EACH INDIVIDUAL PACKING.
- 9) GENERAL TERMS AND CONDITION ATTACHED.

FOR DHANANJAY ENTERPRISES-I

Prepared By

Checked By

Approved By

Accepted By Supplier

This General Terms and Conditions, unless substituted by fresh General Terms and Conditions, shall apply to all the Purchase Orders/service orders/work orders (hereinafter cumulatively referred as Purchase Order) issued by Dhananjay Group entities and shall be binding upon the Supplier as if they form an integral part of such Purchase Orders/work orders.

1. Scope:

i) The Purchase Order together with these terms and conditions shall constitute the valid and binding contract between the Dhananjay and Supplier. Any amendments / modifications / alterations etc. to the terms and conditions shall be invalid unless both the Purchaser and the Supplier/Service Provider/Contractor (hereinafter referred as "Supplier") duly confirm them in writing.

ii) These General Terms and Conditions for purchase of the goods/materials, availing of services and/or contracting work shall apply exclusively for all goods/materials supplied, services provided or work executed by the Supplier in furtherance to a Purchase Order issued by Dhananjay and no other terms of the Supplier shall be applicable for the subject matter of this contract, irrespective of it being attached to any documents to be provided to Dhananjay and although acknowledged by Dhananjay as a receipt of such documents and not as acceptance of the terms and conditions contained therein.

iii) In case a separate agreement is executed between Dhananjay and the Supplier prior to and or after the issuance of a Purchase Order / along with these Terms and Conditions, such separate agreement terms and conditions shall override these Terms and Conditions only to the extent provided under such agreement. However, the rest of these Terms and Conditions shall automatically be deemed to be part of such separate agreement. In the event of there being similar terms and conditions under these Terms and Conditions and the separate agreement, the terms and conditions more beneficial and elaborate shall override the other similar terms and conditions.

2. Issuance, Confirmation and Modifications of Purchase Orders/Service Orders/Work Orders:

i) Purchase Order In the event the Supplier does not return a copy of approved/signed Purchase Order /confirmation through email, within 7 days, it shall be deemed that the Supplier has accepted the Purchase Order along with the terms and conditions contained therein.

Notwithstanding anything contained above, Dhananjay shall, however, before the written acceptance (either via email or through regular post) of the Purchase Order and before the expiry of the above stipulated time for deemed acceptance of the Purchase Order, be entitled to cancel a Purchase Order without any liability of any nature for any kind of consequences arising from such termination or cancellation.

ii) Dhananjay shall not be liable or bound to receive supplies of the Items under a Purchase Order if the Supplier fails to confirm acceptance of such Purchase Order in the manner and within the time period prescribed above or if the Supplier reverts within the above mentioned period with new conditions, in addition to and or in deviation to the these Terms and Conditions. However, subject to this clause and without prejudice to any of its rights or remedies, if Dhananjay does accept delivery of the Items or Services, then such acceptance shall be subject to the clear understanding that such acceptance is subject only to the conditions enumerated under these Terms and Conditions alone, irrespective of deviations or modifications suggested by the Supplier.

iii) Dhananjay policies/guidelines/documents on quality, occupational health and safety, environmental protection, social responsibility for suppliers and the delivery and packaging specifications shall form an integral part of the contract for supply and be read along with these Terms and Conditions. Supplier confirms having accepted such policies/guidelines/documents on confirmation of Purchase Order pursuant to these Terms and Conditions.

iv) Dhananjay may without prejudice to any of its rights against the Supplier, may accept the Items or Services at its sole option. In the event it does so, any liability of the Supplier with regard to warranty on quality, health and safety shall be as per these terms and conditions and further to the extent as available under law to Dhananjay.

v) Dhananjay shall, during the validity of a Purchase Order, have the right to modify/reduce/suspend/cancel its requirements under such Purchase Order. In case there is a cost escalation due to modification of a Purchase Order only in case of additional scope of work or requirements by Dhananjay, the rates for such escalation/requirements shall be at the same rates as enumerated under the original Purchase Order. An amendment to the Purchase Order shall be issued by Dhananjay to the said effect.

vi) Dhananjay shall have the right to reduce scope of supply or Services and or suspension or cancellation of pending Purchase Order during the validity of such Purchase Order. In such case the price of Purchase Order shall be reduced on pro-rata basis accordingly. Further the supplier shall not be liable for any sort of compensation for reduction in the scope of supply of Items or Services.

vii) In the event of a cancellation made after the confirmation of the Purchase Order by the Supplier, both the parties shall discuss and arrive at a mutually acceptable business terms.

3. Delivery, acceptance and rejection of Supplies:

i) Supplier shall guarantee that the supplies meet the parameters as agreed in the Purchase Order. The Items supplied and its performance shall be free of defects, in particular with respect to design and execution, materials, workmanship and manufacture. Notwithstanding this, it shall comply with the technical performance data of the technical specifications on which the Items are manufactured.

Notwithstanding this, it shall comply with the technical performance data of the technical specifications on which the Items are manufactured.

ii) Deliveries of Items by the Supplier deviating from Dhananjay Purchase Order conditions are only admissible if prior written approval is received from Dhananjay. Acceptance of such Items by Dhananjay in deviation shall not imply the waiver of right of Dhananjay with regard to any claims against the Supplier for breach.

iii) Deliveries shall be of the specifications, make and quality requested by Dhananjay under the Purchase Order, namely with regard to the Items which are traded or marketed by the Supplier.

iv) Items must be supplied / dispatched within the time and in the manner specified in the Purchase Order. The time and date of delivery stipulated in a Purchase Order shall be deemed to be of essence of the contract and delivery shall be completed no later than the date specified therein unless otherwise agreed by Dhananjay in writing.

v) Since the time is the essence of the contract, any dispute or difference by Supplier shall not in any manner, entitle the Supplier to interrupt, suspend or completely stop supplies during such period. If the Supplier fails to deliver the Items within the period prescribed for such delivery after acceptance of the Purchase Order, Dhananjay shall be entitled to purchase such supplies

vi) From third parties at the cost and consequences of the Supplier and Supplier shall be liable for cost and losses arising there from.

vii) If the Supplier is required to set-up or install any of the Items supplied viz. Machinery, such set up and installation shall be made at no additional costs (including costs of travel, transportation of personnel, allowances etc.) and it is agreed that such costs are inbuilt in the value of Purchase Order, unless agreed to the contrary under the Purchase Order or under a separate agreement.

viii) If the Supplier anticipates difficulties with respect to the delivery period or similar circumstances that could interfere with Supplier's ability to deliver punctually or to deliver the Items as per agreed quality, the Supplier must immediately notify the same to Dhananjay. The acceptance of a delayed delivery or extension of completion time for Supply/Service does not constitute a waiver of claims to damages or penalties which Dhananjay is entitled due to the delayed delivery or Service. Partial deliveries are inadmissible unless agreed in writing by Dhananjay.

ix) All goods receipts must be made in the name of Dhananjay and not in the Supplier's name. The excise gate pass, delivery note where applicable should accompany the consignment along with other relevant documents.

x) The acceptance of Items is subject to inspection or clearance by Dhananjay upon arrival at the delivery destination provided under a Purchase Order. This shall, however, only be a preliminary acceptance based on initial verification of Items for visible damage during delivery and shall not include checks on workability of the Items for its intended use. If any defects are found during any stage of manufacture or use, Dhananjay shall have the Supplier and the Supplier shall be bound by the warranty/guarantee terms for such Items, in addition to replacements for the same immediately.

xi) Unless otherwise agreed between the Parties in writing through a separate agreement, replacement of the Items, as and when requested by Dhananjay, shall be made by the Supplier within a period of 5 days from the date of issuance of notice by Dhananjay for replacement. If, however, the Supplier is unable to replace Dhananjay shall have the right to procure the same from a third party and recover all costs and damages from the Supplier.

xii) Supplier is obliged to supply complete Items containing all parts necessary for contractual use and in compliance with the agreed parameters, even if the parts necessary for this are/may not specified in full in the text of the Purchase Order. Additional expenditure necessary for preliminary acceptance, trial operation and/or evidence of the agreed parameters shall be borne by Supplier.

xiii) Items which are supplied to Dhananjay but are not functional until installation and commissioning is completed shall remain at the risk of the Supplier within the premises of Dhananjay or such other place as notified by the Dhananjay. Without being liable for any kind of compensation, Dhananjay shall ensure safety of such Items to the best of its ability. The risk shall pass on to Dhananjay only after the same has been commissioned and certified by

4. Delivery, acceptance and rejection of services:

- i) The Services shall be carried out in the manner enumerated under a work order to the satisfaction of Dhananjay.
- ii) The Services to be provided shall be completed within the period prescribed and or agreed between the parties either under a work order or under a separate document for each kind of Services.
- iii) Services provided shall be approved and certified by Dhananjay once the same is completed to the satisfaction of Dhananjay.
- iv) Without prejudice to the other rights enumerated under this Terms and Conditions, if Dhananjay is not satisfied with the Services provided by the Supplier and the Supplier fails to rectify the Services to the standards expected by Dhananjay within a period of 5 days from the date of notice by Dhananjay, then Dhananjay shall have the right to hire third party service providers at the cost and consequences of the Supplier.
- v) No additional payment shall be made for services to be rendered in under these Terms and Conditions unless otherwise agreed to in writing by Dhananjay.
- vi) Irrespective of any terms and conditions of the Supplier for carrying out Services for annual maintenance, which is attached to any document provided to Dhananjay, this Terms and Conditions or the subsequent Purchase Order and any other document mutually agreed between the Parties for carrying out such Services shall prevail over the Supplier terms and conditions at all times.
- vii) The Supplier shall, during the period of Services within the premises of Dhananjay, ensure that the Services are provided in the manner expected and ensures that no damage of any kind within the vicinity of the area wherein the Services are provided occurs or to the Items wherein the Services are being provided. In the event of any damage to the property of Dhananjay by the Supplier and or its employees, the Supplier shall be liable for all damages.
- viii) While providing the Services if any property or Items are damaged by the Supplier for any reason whatsoever, then the Supplier shall replace the same within a period of 2 days. If the Supplier breaches this condition then Dhananjay shall have the liberty to procure the same from a third party or make good such damages and recover all costs and damages from the Supplier.
- ii) The Services to be provided shall be completed within the period prescribed and or agreed between the parties either under a work order or under a separate document for each kind of Services.
- iii) Services provided shall be approved and certified by Dhananjay once the same is completed to the satisfaction of Dhananjay.
- iv) Without prejudice to the other rights enumerated under this Terms and Conditions, if Dhananjay is not satisfied with the Services provided by the Supplier and the Supplier fails to rectify the Services to the standards expected by Dhananjay within a period of 5 days from the date of notice by Dhananjay, then Dhananjay shall have the right to hire third party service providers at the cost and consequences of the Supplier.
- v) No additional payment shall be made for services to be rendered in under these Terms and Conditions unless otherwise agreed to in writing by Dhananjay.
- vi) Irrespective of any terms and conditions of the Supplier for carrying out Services for annual maintenance, which is attached to any document provided to Dhananjay, this Terms and Conditions or the subsequent Purchase Order and any other document mutually agreed between the Parties for carrying out such Services shall prevail over the Supplier terms and conditions at all times.
- vii) The Supplier shall, during the period of Services within the premises of Dhananjay, ensure that the Services are provided in the manner expected and ensures that no damage of any kind within the vicinity of the area wherein the Services are provided occurs or to the Items wherein the Services are being provided. In the event of any damage to the property of Dhananjay by the Supplier and or its employees, the Supplier shall be liable for all damages.
- viii) While providing the Services if any property or Items are damaged by the Supplier for any reason whatsoever, then the Supplier shall replace the same within a period of 2 days. If the Supplier breaches this condition then Dhananjay shall have the liberty to procure the same from a third party or make good such damages and recover all costs and damages from the Supplier.

5. Packing:

- i) Items should be securely packed and protected against loss, damage, handling or corrosion in transit. Packing shall conform to specifications as provided in the PO or specified by

Dhananjay. Any breakage, damage and/or pilferage in transit arising from faulty packing shall be borne by the Supplier.

ii) Each packed material must be plainly marked with details such as Purchase Order number and address along with position of the Items and special instructions wherever necessary.

iii) Packaging for traded Items which are supplied by the Supplier should be delivered with original packaging from the original manufacturer without any kind of changes by supplier.

iv) In case the packaging is opened prior to delivery, the supplies shall be rejected without liability for any kind of compensation. If, however, the supplies are accepted due to oversight, it shall not imply the waiver by Dhananjay of its right to return the Item and it is the obligation of Supplier to deliver a fresh Item which is sealed and packed properly without any kind of additional costs and within a period of 2 days from the date of notice by Dhananjay.

v) If the Supplier fails to deliver the same with the specified period above, Dhananjay shall have to right to get the same from a third party and recover the additional costs from the Supplier.

6. Delivery and Invoice:

i) Every delivery of Items and or any Services connected therewith, by the Supplier shall be accompanied by an invoice or copy of invoice bearing the invoice number as well as other relevant allocation details at the respective place of delivery. In the event that the invoice is not accompanying the Items or Services, it must be sent via email to the concerned Dhananjay email address at the time of delivery.

ii) Invoices must strictly confirm to the descriptions of Purchase Orders in terms of rates, quality and quantity of the Items and Services.

iii) Invoices shall also contain/state necessary statutory information / statements / matters as required by law from time to time.

7. Miscellaneous provisions:

i) Force Majeure - Neither party shall be liable to the other party for any alleged loss or damages resulting from delays in performance (including but not limited to parties' loss or damages resulting from the delay in the performance of the Services) caused by acts of God, civil or military authority, governmental priorities, earthquake, fire, flood, epidemic, quarantine, energy crisis, war, riot, shortage, accidents (except accidents caused due to negligence of driver of Transporter), or any other causes beyond the reasonable control of the party whose performance is so delayed.

ii) Severability - In the event any terms and conditions hereof is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining terms and conditions shall not in any way be affected or impaired thereby, and that terms and conditions shall be reformed, construed and enforced to the maximum extent permissible, provided that this terms and conditions shall not then substantially deprive either party of the bargained-for performance of the other party. Any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

iii) Governing Law- The contractual relationships shall be governed exclusively under Indian Law.

Dispute Resolution - All and any disputes or differences or claims whatsoever which shall at any time hereafter (whether during the continuance of the validity of these Terms and Conditions or upon or after its discharge or determination or termination) arise between the Parties hereto or their respective heirs, legal representatives, successors-in title, transferees and permitted assigns (as the case may be), touching, concerning or relating to the subject matter hereof, or the meaning or interpretation of this Terms and Conditions, or arising out these presents or as to the consideration, meaning or effect hereof or as to the rights, duties, obligations, responsibilities or liabilities of the Parties hereto or any of them, or any purported termination of Purchase Order or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Terms and Conditions, shall, without recourse to arbitration, at first instance, be settled amicably between the Parties.

Should such dispute, differences or claim remains unresolved within thirty

(30) days of the date on which it was so referred to by one Party to the other, then the Parties may refer such dispute, difference or claim to be finally settled by Arbitration to be held in Aurangabad in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The Arbitration Tribunal shall consist of the sole arbitrator to be nominated in agreement by both the parties. The award including interim award of the Arbitration Tribunal shall be final and binding upon both the Parties. The Arbitration Tribunal may lay down, from time to time, the procedure to be followed by it in conducting the arbitration proceedings and shall conduct arbitration proceedings in such manner as it



GENERAL TERMS AND CONDITIONS
Purchase Order/Service Order/Work Order

it considers appropriate. The language of Arbitration proceedings shall be English.

iv) Entire Agreement-The Purchase Order, these Terms and Conditions along with the other agreements executed subsequently, supersedes and replaces any and all prior agreements, understandings or arrangements, whether oral or written made between the Supplier and Dhananjay and constitutes the entire understanding with respect to the subject matter of these Terms and Conditions. These Terms and Conditions may be modified, changed, altered or amended from time to time without prior notification to the Supplier.

v) Notice- Any notice regarding non-performance, breach, termination or renewal required or permitted to be given under this Terms and Conditions shall be given in writing and shall be delivered by personal delivery, by commercial courier with written verification of delivery or by certified mail, postage prepaid, return receipt requested, addressed to the Supplier or Dhananjay, as the case may be, at the addresses provided in the Purchase Order or at such other address as shall be given by either one to the other in writing. All other notices may be sent by regular mail. All notices shall be deemed to have been given and received on the earlier of actual delivery or two (2) days after dispatch.

vi) Waiver - No waiver by Dhananjay of a breach of or a default by the Supplier under any of the provisions of these Terms and Conditions or under any other agreement, nor the failure by Dhananjay, on one or more occasions, to enforce any of the provisions of these Dhananjay Terms and Conditions to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

vii) Sub-contracting - The Supplier shall not sub-contract any and or all part of the works contemplated either under these Dhananjay Terms and Conditions contained hereunder or under a particular Purchase Order to any third party, firm or company without prior express written permission of Dhananjay. Without being obligated to do so, if Dhananjay gives permission for subcontract, it would be under the express understanding that in the event of breach by the sub-contractors of any of these Terms and Conditions, then the Supplier shall be solely liable for such breach as if the Supplier has breached the Terms and Conditions and Dhananjay shall have right to enforce the remedies as provided under these Terms and Conditions against the Supplier.

viii) Non exclusivity - The work issued to Supplier under Purchase Order along with these Terms and Conditions is on a non-exclusive basis and Dhananjay is free to contract with other entities or persons to supply items or perform services same or similar to or related to or within the scope of the supplies/Services set forth under the Purchase Order.

Proper and applicable GST rates are charged in the invoice while supplying goods/services to us. In case, any variation, in respect of wrong classification of HSN/SAC Code and increase/decrease in rate of GST, after goods/services are supplied to us, we shall not be responsible for the same and no differential payment, interest, penalty etc. shall be paid/borne by us.

THIS IS SYSTEM GENERATED DOCUMENT HENCE SIGNATURE NOT REQUIRED.

*****END*****