



Billing Address:	PO Details:	
Ajanta Pharma Limited	PO No.: 4500016779	PO Date: 12/11/2021
Ajanta House, 98 Govt. Industrial Estate	Quotation No.:CS-SQ-MUM-20	
Hindustan Naka, Charkop, Kandivali(W),	Purchase Group:116	
Mumbai	PR No.: 5000002281	PR Date: 19/10/2021
Maharashtra-400067	Email : ravi.pande@ajantapharma.com	
Phone No.: 022-6606 1000	Contact No.: 022-66061788	
GST No.: 27AAACA5579P1Z1		

Purchase Order

To:	Delivery Address:
Vendor Code: 5601595 Connectivity IT Solutions Pvt Ltd, 3rd Floor Office No 309 Ecostar Premises Co operative Society Ltd Vishweshwar Rd, Goregaon - Mumbai. Postal Code: 400063 Phone No.: 9830825152 GST No.: 27AAGCC1283L1ZG State Code: 27-Maharashtra	Ajanta Pharma Limited-CHITEGAON, Gut No.11/12/14/15, Paithan Road, Chitegaon Aurangabad Maharashtra-431105 Phone No.: 02431 6650 00 GST No.: 27AAACA5579P1Z1

Please supply the goods specified below as per the instructions & Terms & conditions printed overleaf.

SR.	Material	Material Description	Qty.	UOM	Rate	Per	Discount	Value (INR)	Delivery Date
1	7001360	ROUTER HSN Code: 85176930 CGST 9 % SGST 9 % HWIC-4ESW 4 PORT ROUTER WAN CARD, MAKE - CISCO 1800	1.000	NOS	8,500.00	1	0.00	8,500.00	17/11/2021
							Net Value	8,500.00	

CGST : 765.00

SGST : 765.00

Total PO Value : 10,030.00

Ten Thousand Thirty Rupees Only

Other Instructions:

For Chitegaon Location. Mr.Sandeep Amlekar.

Delivery: Immediately within 7 days.

Payment: Against delivery.

P&F: Inclusive in price.

Transportation: Inclusive in price.

Installation & Commissioning: Inclusive in price.

Material Transit Insurance by APL under Marine policy No. 2414202728060902000 for the period of 01/04/2021 to 31/03/2022.

Materials should be sending along with Delivery Challan & copy of Original Bill Copy.

Regd Office: Ajanta Pharma Limited,Ajanta House, Charkop, Kandivali(W),Mumbai,400067.

Two sets of original bills should be accompanied to the concerned Location.
Additional Terms & Conditions as per PDF file attached (Terms & Conditions-Project).

For Ajanta Pharma Ltd.

Authorized Signatory.

This is a computer generated Purchase Order, hence valid without signature

Terms & Conditions

Terms & Conditions (Project)

1. General:-The goods or services specified on enclosed purchase order are ordered subject to following terms and conditions and are in addition to instructions and specifications on the purchase order.
2. Acceptance:-This purchase order must be acknowledged within three days of receipt and its acceptance conveyed to us in writing. Ajanta Pharma Limited (herein after referred to as "Ajanta") reserves the right to refuse any goods or services delivered against purchase order which has not been duly acknowledged and confirmed. Any failure to accept in writing, of this purchase order shall constitute an acceptance by vendor of this purchase order. Any terms proposed at the time of acceptance by the vendor that adds to, vary from, or conflict with these terms and conditions, are hereby rejected and shall not apply. Any terms and conditions provided by vendor shall be void and of no effect.
3. Price:- The price negotiated and agreed between Ajanta and the vendor as written in the said purchase order shall be paid for the quantity actually received or services actually availed as the case may be & accepted by Ajanta. No incidental expenses, delivery charges, cartage, etc. shall be paid unless agreed by us in writing. Vendor shall be responsible for freight and delivery to the destination specified on the face of this purchase order and all reasonable and actual freight and delivery charges will be borne by the vendor.
4. Payment:-Payment terms are as specified in purchase order & shall be considered from the date of receipt of goods or services at our location or from the date of availing of services, as the case may be. Payment of an invoice shall not constitute acceptance of goods or services and shall be subject to adjustment for errors, shortages, defects in the goods or services, damage to Ajanta for which vendor is partially or wholly responsible or other failure of vendor to meet the requirements of the purchase order.
5. Delivery:-Delivery time is the essence of this contract and must be strictly adhered to. If the vendor fails to deliver the goods or services , as per the delivery schedule specified in purchase order, Ajanta may solely, at its discretion:
 - 5.1 Treat the part or full purchase order as cancelled and recover the loss or damage from the vendor OR
 - 5.2 Purchase the goods or services ordered or any part thereof from the other source on the vendor's account, in which case the vendor's shall be liable to pay Ajanta the difference between the price at which such goods or services have been actually purchased and price mentioned in the purchase order.
6. Penalty:-If goods or services are not supplied as per the schedule given in the purchase order, penalty shall be applicable at the rate 0.5% per week basis & maximum up to 5% of basic value of purchase order.
7. Insurance:-Insurance shall be covered by Ajanta. If it is to be covered by vendor/contractor, it shall be agreed & mentioned in the purchase order.
8. Purchase order quantity:-Goods or services delivered in excess of the quantities ordered by Ajanta shall not be accepted and all levies in respect of the same shall be debited to the vendor.
9. Amendment:-Ajanta reserve right to amend purchase order at any point of time and vendor has to supply the goods or services as per the amended purchase order and same term and conditions shall be applicable to amended purchase order also.
10. Weighment:-The consignment must accompany vendor's Weighment bridge slip or any Weighment record along with the challan for bulk quantities/Full truck loads. Weight variation+/- 5kgs per MT shall be acceptable to both parties particularly for steel and structural material.
11. Packing details & Labeling:-
Goods supplied against this purchase order must be properly packed with appropriate packing, suitable to nature of the goods. Packing shall be Roadworthy/Airworthy/Seaworthy. In case any damages/loss occurred in transit vendor shall give free replacement. Goods to be properly labelled clearly mentioning the actual content on the drums/corrugated boxes etc.
12. Transportation:-
12.1 It shall be vendor's responsibility to transport the goods as per storage condition mentioned on the label of container, failing which Ajanta reserves right to reject the goods and return to vendor at his risk and cost.
- 12.2 Wherever required data logger shall be accompanied with the consignment.
- 12.3 Vendor shall advise transporter to carry their own safety equipment including hand gloves, safety goggles, shoes etc depending on nature of the goods being transported, which should be worn by them during goods handling.
13. Import:-If any of the goods are imported into the country by the vendor, vendor shall be responsible for all legal, regulatory and administrative requirements associated with any importation and the payment of all associated duties, taxes, and fee.
14. Documents:-
14.1 Domestic vendor:-Consignment should accompany with certificate of analysis, delivery challan, invoice and packing list.
- 14.2 Overseas vendor:-Consignment should accompany with invoice, air way bill (in case of air shipment) and bill of lading(in case of sea shipment), packing list, cargo transportation insurance policy, certificate of origin, certificate of analysis, manufacturer's declaration and any other mandatory certificate of the country of origin.
- 14.3 In addition vendor shall provide documents such as Design Qualification, Operational Qualification, Installation Qualification, Performance Qualification as applicable.
- 14.4 Installation, Commissioning & Training:-Vendor shall provide satisfactory installation, commissioning, performance trial and training of our people/operator at our location.
15. Bill:-Bill in duplicate should be forwarded to our Head -Office situated at Ajanta House, Charkop, Kandivali (W), Mumbai – 400 067. (marked to the attention of project department) incomplete or wrongly made bills shall be held up for payment.
16. Taxes:-GST and any other taxes as applicable at the time of supply shall be charged in full or as per the terms of the purchase orders. If not included in the bill, we accept no liability of taxes not charged or under charged at the time of supply.
17. Quality & non-conformance to the specification:-
17.1 Vendor is responsible for compliance of the goods or services as the case may be, to agreed specifications. It is the responsibility of the vendor to obtain the specification from Ajanta if not received by him with purchase order. Any failure in the specification is liable for rejection without notice. In case no specification is given the quality of goods/ machine/parts shall confirm to the standards prescribed under ISI regulations.
- 17.2 Any regulatory compliance required to supply the goods or services is the responsibility of the vendor and Ajanta cannot be held responsible for any non-compliance to the same and any claim thereafter shall be directed to the vendor.
- 17.3 Acceptance of the goods or services is based on satisfactory compliance to the specifications and receipt at Ajanta's location cannot be considered as acceptance of goods.
- 17.4 All goods and workmanship shall be subject to the inspection and test by Ajanta at vendor's and / or Ajanta's location. Ajanta reserves the right to reject the goods not meeting with agreed specifications. Ajanta decision regarding quality and non-conformance shall be final and conclusive.
- 17.5 Rejected goods shall be removed at the expense of the vendor, including transportation both ways within seven days after notification of rejection and vendor shall bear all risk of rejected goods.
- 17.6 Vendor has to guarantee the best workmanship of the goods or services supplied by him. Any on-line rejection due to non-acceptability by machine or any other reason shall be rejected & cost of such rejection shall be debited to the vendor.
18. Warranty:-Vendor will provide manufacturer warranty against any manufacturing defects for machine/equipments/major components being supplied for the project as mutually agreed in writing.
19. Debit notes for rejection/ On- line rejection:-All goods or services which are non-conforming to the laid down specifications and rejected by concerned department, either at the time of inspection or during installation or use or availment, debit notes shall be raised for the same. The vendor has to acknowledge the same within seven days from the date of the debit note. If no reply received from the vendor, it shall be assumed that the same is acceptable to the vendor and the necessary amount shall be debited from the vendor's account.
20. Non-Infringement:-The vendor shall guarantee, that the sale or use of his goods shall not infringe any Indian or foreign patent, trade mark, trade name or registered

design and undertake to indemnify and keep Ajanta indemnified against all acts, judgments, decrees, costs, claims, demands and expense resulting from any actual or alleged infringement or undertakes at his own expense to defend in the defense of any suit or action that may be brought in this connection.

21. Demurrage/Wharfage:-Any demurrage, wharfage or similar charges which may occur on account of vendor not booking the goods in accordance with our instructions or late delivery of the railway receipts/lorry receipt to us shall be borne by the vendor.

22. Tax liability:-It is a condition of this purchase order that all legal/statutory requirements applicable to the supply of the goods or services, shall be met by the vendor and the sale of goods or services to Ajanta shall be in conformity with all regulation and shall not violate any laws in force governing the said goods or services.

22.1.GST:-In case the input credit for GST charged by the vendor is denied by the Goods and Service Tax department on account of cancellation mismatch of GST or any other error on the part of the vendors the same shall be recovered from the vendors along with the interest and penalty, if any by way of debiting the account of the vendor or recovery of the said amount from the vendor as the case may be.

22.2 Income tax:-In case of any notice issued by income tax department for any liability towards vendor and if credit balance lying with Ajanta for the vendor, Ajanta shall with hold payment of vendor till the NOC of income tax department is submitted. If vendor fails to submit the same in reasonable time, Ajanta shall remit the amount payable to vendor to the income tax department.

22.3 W.e.f. 01.07.2021, TDS @ 0.10% or 5% (if the PAN no. is unavailable with Ajanta) will be deducted under section 194Q of the Income Tax Act, 1961 if purchase exceeds Rs.50 lacs in financial year. Hence, TCS under sanction 206C(1H) shall not be levied by vendor.

22.4 Higher rate of TDS as prescribed u/s 206AB (special provision for non-filers of Tax returns) of the Income Tax Act, 1961 shall be deducted by Ajanta if not complied by vendor.

23. Statutory requirements:

23.1 ESIC & Workmen Compensation:- Contractor/Vendor undertakes to cover all the workmen and supervisors employed by them under the ESI Scheme and those who are not covered under ESI Scheme shall be covered under workman's compensation act and the rules made there under and shall provide the copy of policy so obtained, to Ajanta as soon as it is obtained from any general insurance company and shall pay regular premium on the said policy to the insurance company and keep the said insurance policy in force till the validity period of the contract.

23.2 PF:- The Vendor undertake to cover all the workmen and supervisor employed by them under the employees provident fund and family pension act as per the rules enacted or prescribed by the concerned state government or the central government or other local authorities.

23.3 Contract Labour Laws and License:-

23.3.1 If the contractor/vendor employees 10 and more workmen, then the contractor/vendor shall immediately obtain a license as per contract labor(Regulation and Abolition) as per applicable state act from the competent authority failing which this contract for job work shall be terminated forthwith without any notice and or compensation.

23.3.2 The contractor/vendor shall be responsible for the discharge of all legal liabilities towards Ajanta and also for observing all laws and govt. rule relating to labour laws and any other such act.

24. Independent Contractor:-Vendor and its employees, vendors' subcontractors, agents or representatives shall perform this agreement as an independent contractor.

Vendor is not an employee, agent, partner or representative of Ajanta. Vendor shall conduct its business under its own name and is hereby expressly prohibited from (a) holding itself out as an employee, agent, partner or representative of Ajanta and (b) binding, or attempting to bind, Ajanta to any agreement, liability or obligation of any nature.

25. Conduct and Safety:

25.1 All the Workmen working under contractor/vendor shall conform to and abide by the general company policies and rules made applicable to them from time to time and shall comply with and obey the lawful orders and directions given to them in the course of their contract by their immediate superior of company or by any person under whose supervision or jurisdiction and control they may for the time-being be placed.

25.2 No workmen or supervisor or any other personnel of contractor/vendor shall consume alcohol or be intoxicated during the working hours or while on duty.

25.3 In case, any workmen or supervisor is detained in police custody, whether on a criminal charge or otherwise on account of any offence, even if not related in the course of business of Ajanta, at the discretion of Ajanta, they shall be immediately removed from Ajanta premises and not allowed to work in Ajanta premises thereafter.

25.4 Contractor/Vendor shall observe all the safety rules and regulations laid down as per various labour laws and or made know clearly to them by Ajanta from time to time and shall provide necessary safety apparatus to the workmen and supervisors at the contractor/vendor's own cost. The contractor/vendor will be fully responsible for any mishaps, injuries or accident which may occur due to negligence of the workmen/ supervisor and indemnify and keep indemnified Ajanta from any such event.

25.5 In case of any accident or casualty of its workmen or supervisor at company's factory and/ or any premises, it shall be the responsibility of the contractor/vendor to handle the matters such as but not limited to, and take care of compensations, etc., if any and keep Ajanta indemnified of any such accidents or casualties and after effects thereof.

25.6 Work on Ajanta's Premises:-Vendor shall provide Ajanta with a complete list of all chemicals, hazardous materials, and ingredients in the composition of goods or used in the performance of the services hereunder and a copy of the material safety data sheet for such chemicals and hazardous materials. The submission of such list by vendor shall not relieve vendor of exclusive responsibility for the safe transportation, use, storage, and disposal of such materials prior to acceptance by Ajanta. All chemicals and hazardous materials brought by vendor to Ajanta's premises shall bear a label stating the identity of the chemical or material and the hazards associated therewith.

25.7 Loss & Damage to Property:-The contractor/vendor shall be responsible for any damage or loss caused to Ajanta due to the negligence of the workmen employed by him and shall compensate or reimburse Ajanta adequately for such loss which shall be assessed and determined by Ajanta.

26. Ownership:-

26.1 The blue prints of drawing, moulds, blocks, stereos, tools, fixtures, patterns and any other information specifications, method of analysis which may be furnished to the vendor are the sole property of Ajanta and the vendor shall not disclose any manufacturing information or part or use such drawing etc to any third party without the written consent of Ajanta. The vendor hereby covenants that he shall not sale the goods which are patterned by Ajanta to any third party without the written consent of Ajanta. The vendor further undertakes not to manufacture quantities supplementary to our order for the purpose of sale to other party.

26.2 It is specifically and distinctly understood and agreed between Ajanta and the contractor/vendor that the contractor/vendor shall have no right, title or interest in the site made available by Ajanta for execution of the works or in, but not limited to, the building, goods, materials, products, structures or works executed on the said site by the contractor/vendor or in the goods, articles, materials etc., brought on the said site (unless the same specifically belongs to the contractor/vendor) and the contractor/vendor shall not have or deemed to have any lien whatever charge for unpaid bills will not be entitled to assume or retain possession or control of, but not limited to, the site, goods, materials, products or structures and Ajanta shall have an absolute and unfitted right to take full possession of, but not limited to, site, goods, materials, products and to remove the contractor/vendor, their servants, agents and materials belonging to the contractor/vendor and laying on the site.

26.3 Intellectual Property:- Vendor agrees that all Trademarks, logos, trade secrets, drawings, designs, copyrightable material, inventions or other intellectual property right (collectively "Intellectual Property"), created by Vendor in performance of its obligations hereunder are the sole property of Ajanta. Vendor assigns to Ajanta all right, title and interest in and to all such Intellectual Property, and shall perform such further acts needed to transfer, perfect, and defend Ajanta's ownership of the Intellectual Property. Vendor shall require its subcontractors to execute written assignments of Intellectual Property to effect such assignment.

27. Assignability and Subcontracting:-This purchase order shall be binding upon and inure to the benefit of the Vendor and Ajanta and their respective successors and permitted assigns. Notwithstanding the foregoing, neither this purchase order nor any interest therein shall be assigned, delegated subcontracted for, or otherwise transferred by the Vendor, except upon the prior written consent of Ajanta. Any assignment or transfer without such consent shall be void and of no effect. Regardless of Ajanta's consent to any of the foregoing, Vendor shall remain liable for the performance of all such obligations and shall ensure that any permitted subcontractor or non-employee reads and understands the terms of this purchase order. Ajanta may assign its rights or obligations under this purchase order to any Ajanta affiliate or successor without vendor's consent.

Remedies:-Ajanta's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision.

28. Force majeure:-In event of production at any of Ajanta's location being affected or stopped by any strike, lock-out, fire, or as a consequence of war or outbreak of civil commotion, act of god or any other circumstances beyond the control of Ajanta. Ajanta may hold the order or amend the delivery schedule to such an extent as it consider necessary without incurring any liability to Ajanta. Delays in delivery due to a force majeure event shall automatically extend the delivery date for a period equal to the duration of such event. Any acceptance or warranty period affected by a force majeure event shall be extended for a period equal to the duration of such event. In such cases neither party shall by reasons of

Regd Office: Ajanta Pharma Limited, Ajanta House, Charkop, Kandivali(W), Mumbai, 400067.

CIN No.: L24230MH1979PLC022059

such eventuality, be entitled to terminate this contract nor shall any claim be made for damages against the other in respect of such non-perform or delay and the performance and deliveries of the contract will be resumed as soon as practicable after such eventuality has come to an end.

29. **Changes:** Ajanta at any time by written communication can make changes in drawing and specifications.

30. **Ethical practices:** Vendor warrants that he understands and is in agreement and shall fully comply with applicable laws and regulations regarding anti-corruption, bribery or any other law prohibiting any illegal or improper influence or payment in connection with the goods or services rendered by him.

31. **Termination:** This purchase order may be terminated by Ajanta with or without cause. In the event Ajanta terminates without cause, Ajanta shall compensate vendor for the actual and reasonable expenses incurred by vendor for work in process up to and including the date of termination, provided such expenses do not exceed the agreed upon prices. Ajanta may terminate this purchase order, in whole or in part, if vendor: (i) fails to make delivery of the goods or perform the services within the time specified herein; or (ii) fails to replace or correct defective goods or services in accordance with the provisions of this purchase order. Without prejudice to any other rights available to Ajanta under the contract, at law or otherwise, Ajanta, without liability, may give written notice to the vendor to terminate the contract (in whole or part) forthwith on the happening of any one of the following events.

31.1 **Termination for Insolvency:** The vendor makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt, or (being a company) becomes insolvent or subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrance takes possession, or a receiver, manager, administrator, administrative receiver or other equivalent is appointed over all or any part of any of the undertaking, property or assets of the vendor, or the vendor ceases or threatens to cease to carry on business or Ajanta reasonably apprehends that any of the events mentioned in this Condition is about to occur (and notifies the vendor accordingly).

31.2 **Termination due to Change of Control:** A change of control shall be deemed to have occurred if any legal or physical person becomes the beneficial owner, directly or indirectly of more than fifty (50) % of the total voting power of all classes then outstanding of the voting stock of the vendor; or (ii) upon the approval by shareholders of the vendor of a merger or consolidation of the vendor with any other entity; or (iii) the acquisition by any person or group of substantially all the assets regarding the production of the goods from the vendor; or (iv) the change in the majority of the board members at any time during any consecutive twelve (12) months period. If the vendor experiences a change of control by a direct or indirect competitor or Ajanta, the vendor shall be notified in writing within ten (10) business days of such change of control. If in the sole opinion of Ajanta such change of control may be detrimental to the existing or future business of Ajanta, Ajanta may then at its own option, terminate the contract immediately.

31.3 **Obligation on termination:** Upon expiration or after receipt of notice of termination for any reason, the vendor shall immediately: (i) stop work as directed in the notice; (ii) place no further subcontracts or purchase orders for goods, services or facilities hereunder, except as necessary to complete the continued portion of the contract; and (iii) terminate all contracts to the extent they relate to work terminated. After termination, the vendor shall deliver to Ajanta all completed work and work in process, including all designs, drawings, specifications, other documentation and goods required or produced in connection with such work. Termination of the contract, howsoever arising, shall be without prejudice to the rights and obligations of the parties accrued prior to termination. Any obligations or duties, which, by their nature, extend beyond the expiration or termination of the contract (e.g., confidentiality, IPR) shall survive the expiration or termination of the contract. Any termination shall not relieve the vendor from any liabilities created or accrued prior to termination.

32. This PO outlines the basis terms and conditions regarding the services to be provided by the Vendor. A detailed contract / agreement shall be entered into between the Parties which shall record the obligations, roles and responsibilities of the parties. The PO shall form part of the contract / agreement along with the annexures and schedules thereunder and they together shall constitute a binding agreement / contract between the parties.

33. **Confidentiality:** In its performance of this purchase order, Ajanta may disclose to vendor or vendor may have access to certain confidential information of Ajanta. "confidential information" means trade secrets (as defined by applicable laws) any data, reports, computer programs or models and related documentation, business or research plans, specifications, drawings, designs or information transmitted by Ajanta to vendor in connection with this purchase order, and any other information that is of value to its owner and is treated as confidential, including without limitation, the fact that vendor has furnished or contracted to furnish to Ajanta the goods or services covered by this purchase order. All confidential information of Ajanta shall remain the property of Ajanta. Vendor shall keep all proprietary information of Ajanta confidential and use such information only as necessary to fulfill vendor's obligations pursuant to this purchase order. All originals, copies, summaries and derivations of confidential information in whatever form shall be returned to Ajanta or destroyed upon Ajanta's request.

34. **Indemnity:**

34.1 Vendor shall defend, indemnify and hold Ajanta, its affiliated companies, and their respective shareholders, officers, directors, employees, agents, successors, and assigns harmless from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable attorneys' fees, expenses, judgments or damages, whether ordinary, special or consequential arising directly or indirectly from or in connection with (i) the acts, negligence, omissions or willful misconduct of vendor; (ii) goods or services supplied hereunder; (iii) a breach of any of vendor's warranties or any other term and condition of this purchase order; (iv) vendor's negligent, unauthorized or wrongful acts or omissions with regard to the transportation, use, handling, disposal, processing or installation of hazardous materials; (v) a claim that any goods or services furnished hereunder infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property interest of another; (vi) a claim of any lien, security interest or other encumbrance made by a third party; (vii) a violation of federal or state law, regulation, statute or ordinance; or (viii) failure to comply with the confidentiality obligations set forth herein.

34.2 Without limiting Ajanta's rights and remedies hereunder, if Ajanta believes that the Goods or Services supplied hereunder are likely to be determined to be an infringement or misappropriation of a patent, copyright, trademark, trade secret, or other proprietary right, Ajanta may require vendor to (i) replace such goods or services with equivalent functionality or (ii) modify such goods or services with equivalent functionality to make them non-infringing.

35. **Severability:** In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

36. **Notices:** Any notice given under these conditions must be in writing, addressed to the registered office or principal place of business of the addressee or any other address as may, at the relevant time, have been notified as the correct address for service. Any notice must be delivered by hand or sent by first class (airmail if overseas), registered delivery post. Email shall not be effective notice. Notices may be faxed provided they are also sent in accordance with this condition. Notice shall be deemed received if delivered by hand, at the time of delivery, and if posted nationally, two, or internationally, four, working days after the date of posting.

37. **Arbitration:**

If any difference, dispute or question shall arise between the parties as to the interpretation, meaning or effect of this agreement or as to the rights or liabilities of the parties arising hereunder or as to any other matter or things relating to this agreement or arising out of or in connection herewith, the same shall be resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, by reference to one arbitrator mutually agreed by the parties. If the parties fail to reach an agreement in this regard then the vendor and Ajanta shall appoint one arbitrator each and both the arbitrators shall appoint presiding arbitrator. The decision of the arbitrator(s) shall be final. The proceedings of arbitration shall be held at Mumbai alone and shall be conducted in English. The parties shall bear and pay their costs, expenses and fees of the arbitrators nominated by them separately and any other costs and expenses shall be borne and paid by the parties equally.

38. **Applicable Law:** This PO shall be governed by and construed according to the laws of India, without giving effect to the principles of choice of law.

39. **Jurisdiction:** Any disputes with regard to this purchase order shall be subject to Mumbai jurisdiction.