

**PURCHASE ORDER**

**Urbanclap technologies India Pvt Ltd**

Business Office :  
7th floor, GoWorks, Plot 183, Udyog Vihar Phase 1, Gurgaon - 122016, Gurugram, Haryana

PO Number **PO/24-25/2329**  
 PO Date **Sep-27-2024**  
 Expected Delivery Date **Oct-27-2024**  
 Payment Term **Payment 30 days after invoice date**

**Vendor Details**

Name  
**CLARITUS MANAGEMENT CONSULTING PRIVATE LIMITED**  
 PAN Number  
**AACCC3838K**  
 GSTIN  
**09AACCC3838K1ZF**  
 Point of Contact  
 Email  
 --  
 Mobile Number  
 Location  
**Noida - Uttar Pradesh**

**Vendor Address**

**CLARITUS MANAGEMENT CONSULTING PRIVATE LIMITED**  
 SECTOR 16, NOIDA, A 27 C, Uttar Pradesh, Gautam Buddha Nagar, 201301  
 GST Number  
**09AACCC3838K1ZF**  
 PAN Number  
**AACCC3838K**

**Buyer Billing Address**

**Urbanclap technologies India Pvt Ltd**  
 7th floor, GoWorks, Plot 183, Udyog Vihar Phase 1, Gurgaon - 122006, Gurugram, Haryana,  
 GST Number  
**06AABCU7755Q1ZK**  
 PAN Number

**Buyer Shipping Address**

**Urbanclap technologies India Pvt Ltd**  
 7th floor, GoWorks, Plot 183, Udyog Vihar Phase 1, Gurgaon - 122006, Gurugram, Haryana,  
 GST Number  
**06AABCU7755Q1ZK**  
 PAN Number

| # | Name/Description                         | Comment   | Qty | HSN SAC | Unit of Measurement | Rate      | Discount | Tax (IGST) | Tax Percentage | Total     |
|---|--|---|-----|---------|---------------------|-----------|----------|------------|----------------|-----------|
| 1 | Software Subscription and Licensing Fees | PO For MS Server license - EY Compliance tool (Microsoft Windows Server 2022 Standard - 16 Core | 1.0 |         |                     | ₹77,200.0 | ₹0.0     | ₹13,896.0  | 18.0 %         | ₹91,096.0 |
| 2 | Software Subscription and Licensing Fees | SQL Standard Edition 2022   | 1.0 |         |                     | ₹71,380.0 | ₹0.0     | ₹12,848.4  | 18.0 %         | ₹84,228.4 |

**Net Total Amount in Words:** One Lakh Seventy Five Thousand Three Hundred Twenty Four And Zero Paise Only

|            |                    |
|------------|--------------------|
| Total      | <b>₹1,48,580.0</b> |
| Discount   | <b>₹0.0</b>        |
| Tax (IGST) | <b>₹26,744.4</b>   |
| Net Total  | <b>₹1,75,324.0</b> |

Please refer the next page for the terms and conditions

This is a computer generated document. No signature is required.

## Terms and Conditions

### General

- Delivery of goods or services should be made by the Delivery Date agreed mentioned above. In case of any extension of delivery period, You shall obtain the prior approval of Company.
- 1 Quantity should be sent in accordance with PO issued. Any item received less/more against actual Quantity will not be accepted.
  - 2 Any shipment in damaged condition shall not be accepted at the time of delivery of goods at the warehouse.
  - 3 In respect of goods, each individual Product should contain a primary packaging. Company will not accept any loose items. All Products that are expirable including but not limited to cosmetic items, disposables, chemicals shall be sent in cartons mentioning the following details: (i) Batch/lot number; (ii) Date of manufacture of the Product; and (iii) Expiry date of the Product.
  - 4 All Products received will be subject to a preliminary inspection and quality check. Company shall be entitled to return any Product which is found to be (i) defective; (ii) at variance with the product description in the purchase order; or (iii) reasonably determined to be unusable for the intended purpose within 6 (six) months from the date of receipt of the Product. In exchange, you shall provide Company with a credit note equivalent to the price paid for the Product inclusive of all applicable taxes ("Credit Note") or replacement Products as requested by the Company.
  - 5 Payment will be processed as per agreed credit cycle

### Invoices and Taxes

- 6 You shall submit Tax invoices to the Company for Products sold under a given purchase order. You shall, with each invoice also submit the purchase order number, record and other documentation as the Company may require. You shall also separately itemize applicable goods and services Tax (as applicable). The Company shall withhold any tax deducted at source ("TDS") as it may be required to withhold under any applicable law, from the payment being made to you. The TDS certificate or any other document as may be required under any law GST Act shall be issued to you by the Company within statutory timelines.
- 7 You undertake the responsibility of GST compliance in terms of issuance of proper tax invoice or payment of taxes to the government or filing of returns or any other reasons (including errors on your part in filing the returns) in order to enable us to take proper input tax credit. If in case, due to any errors/ omissions in invoices, or failure to pay GST to Government, or failure in filing of returns by You, results in a loss of Input Tax Credit to Urban Company, then You agrees to indemnify Urban Company to the extent of Input Tax Credit lost and interests, if any on account of the same.

### Assignment, Indemnity and dispute resolution

- 8 You cannot assign, transfer or sub-contract your rights or obligations under the Terms and Conditions in whole or in part without the prior written consent of Company.
- 9 You undertake to indemnify and keep Urban Company harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by Company due to (i) the purchase, use, consumption of the Products; (ii) breach of any of the Terms and Conditions herein contained or enlisted under a purchase order; or (iii) breach of representations and warranties contained herein. All statutory claims arising out of various Acts and Laws of State and Central bodies raised retrospectively, currently and prospectively not being included in the value of supplies at the time of delivery and acceptances shall be indemnified by the supplier in whole.
- 10 You represent and warrant that you are in compliance with, and will continue to be in compliance with all applicable law including but not limited to all applicable labour legislations, Child Labour (Prohibition and Regulation Act), 1986, Prevention of Corruption Act, 1988 and Anti-profiteering as amended from time to time, and the rules and regulations promulgated thereunder
- 11 You warrant to the Company that goods supplied under this PO are free from defects in material workmanship and design, suitable for the purpose intended, implied in compliance with all applicable specifications and free from liens and encumbrances on title.
- 12 Any dispute arising shall be settled through arbitration. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 or any enactments in substitution thereof. The venue of the arbitration proceedings shall be at New Delhi, India. The award of the arbitrator shall be final and binding upon the parties and non-appealable and the parties agree to be bound by the same and the successful party may seek to enforce the same in a court having jurisdiction. Subject to the foregoing, you submit yourself exclusively to the jurisdiction of competent courts at New Delhi, India.

### Miscellaneous

- 13 Further, nothing in these Terms and Conditions shall constitute a commitment on behalf of the Company to purchase Products from you. The PO may be terminated or suspended by Company in whole or in part by giving a notice.
- 14 For avoidance of doubt, nothing in the purchase order or these Terms and Conditions shall be considered to create a joint venture, employer - employee relationship, agency, or partnership between you and Company.
- 15 This is a computer generated document and does not require a signature.
- 16 You shall not without the prior written consent of Company disclose to any third party the existence of this contractual arrangement, or the contents hereof.
- 17 Company shall have the right to amend the terms of these Terms and Conditions by providing you with 7 (seven) days' notice. All purchase orders accepted by you prior to the expiry of 7 (seven) days from the date on which Company notifies you shall be governed by the existing Terms and Conditions.
- 18 You represent that you have the power, authority, resources, experience, and competence to perform and observe your rights and obligations contained in these Terms and Conditions and purchase orders accepted by you.