



Purchase Order

2019200129

CUSHMAN WAKEFIELD PMSI
PVT. LTD. JA 1120 - 1121, 11TH
FLOOR, TOWER A, DLF TOWERS
JASOLA, JASOLA DISTRICT
CENTRE, NEW DELHI, 110025 -
INDIA GSTIN -
07AACCC3657N1ZC Delivery
Address:- DLF Towers, 15-Shivaji
Marg, Moti Nagar, New Delhi -
110015

Vendor Address

Rainbow Hills
rainbowhill.sharma@gmail.com
,

N-304, Mangol Puri, New Delhi-
110083; Phone:-9711779989
Delhi
110018
07ACXPY5018R1ZB

Purchase Order Date : 12/19/2019
Delivery Date : 12/27/2019
Location : DLF Shivaji Marg
Ref # : R122019199

#	Item/Asset	Quantity	Unit	Rate	Amount	Tax Type	Tax Amount	Total
1	Renewal of Contract for Horticulture Tools Rental for 01-Jan-2020 to 31-Dec-2020. (Horticulture Tools Rental f/y 2020 - Rs.13000/- per Month from 01-Jan-2020 to 31-Dec-2020. List of Tools:- Petrol Hedge Trimmer Electric Grass Cutting Machine Manual Grass Cutting Machine Spray Machine Fertilizer, Chemical, Petrol, PVC Pipe & Garden Equipment Repairing etc.)	12.00	Month	13000.00	156000.00			156000.00
2	Renewal of	12.00	Month	15600.00	187200.00			187200.00

Contract for Indoor Plants for 01-Jan-2020 to 31-Dec-2020. (Indoor Plants Rental f/y 2020 - Rs.78/- per Plant per Month. No. of Plants=200;78x 200=15600 Per Month from 01-Jan-2020 to 31-Dec-2020.)								
Discount							0.00	
Amount							0.00	
Freight Charge							0.00	
Total							343200.00	

Amount in words : Three Lakh Fourty Three Thousand Two Hundred Only

Terms & Conditions

1. Unique PO# - 1576729239763 "GST Extra – As Applicable", Cartage - Extra as per actual. Haryana: GST-06AACCC3657N1ZE, Pan No. AACCC3657N Delhi: GST-07AACCC3657N1ZC, Pan No. AACCC3657N Date of Services To be confirmed by Mr. Vikram Pal Singh. Name and Contact Details of CW representative & Submission of invoice to Mr. Vikram Pal Singh Mob: - 8800091529 ID: - vikrampal.singh@ap.cushwake.com Address: - DLF – Shivaji Marg.
2. Special Clause:- The delivery & invoicing shall happen as per email communication from site team & on actual basis. The terms of the attached General Terms & Conditions (GTC) form part of this Purchase Order. All the terms and conditions are binding on the vendor, unless a formal order amendment has been issued. This Purchase Order would be deemed as automatically accepted by supplier within 2 days from the date of release."

Payment Terms

1. Charges will be paid by C&W PMSI to the vendor only after the receipt of payment from the client to C&W PMSI for the services invoices of the vendor shall be cleared after deduction of the amount within 90 days. Payment will be made by bank transfer/ cheque in INR and subject to deduction of tax at source as applicable from time to time.

(Authorized Signatory)

THIS IS A SYSTEM GENERATED DOCUMENT AND DOES NOT REQUIRE ANY MANUAL OR DIGITAL SIGNATURE. THE STANDARD TERMS AND CONDITIONS DOCUMENT IS AN INEGRAL PART OF THE PO.

STANDARD TERMS AND CONDITIONS
FOR THE SUPPLY OF GOODS AND SERVICES

The Purchase Order and these terms and conditions shall form the Agreement between the Supplier Partner and Cushman and Wakefield Property Management Services India Private Limited ("COMPANY"). If there is any inconsistency between the Purchase Order and these terms and conditions, these terms and conditions shall take precedence.

1. Definitions

In these conditions: -

- 1.1 "Agreement" means the Purchase Order and these terms and conditions.
- 1.2 "COMPANY Materials" means all materials created and developed for or on behalf of COMPANY under the Agreement.
- 1.3 "Delivery Address" means the address for delivery of the Goods and/or Services set out on the Purchase Order or as otherwise agreed between the parties in writing.
- 1.4 "Intellectual Property Rights" means any and all patents, trademarks, trade names, service marks, copyrights, moral rights, rights in design, rights in databases, knowhow and all or any other intellectual property rights whether or not registered or capable of registration and whether subsisting in India or any other part of the world.
- 1.5 "Purchase Order" means the relevant purchase order issued by COMPANY.
- 1.6 "Specification" means the specification for the Goods or Services (as appropriate) as set out on the Purchase Order or otherwise agreed between the parties in writing.
- 1.7 "Supplier" means the supplier whose details are set out on the Purchase Order.

2. Terms for the Supply of the Goods and Services

- 2.1 COMPANY orders and Supplier agrees to supply the Goods and/or Services on the terms and condition of the Agreement.
- 2.2 These terms and conditions shall be deemed incorporated into and made part of each submission of a Purchase Order. Any other printed terms and conditions appearing on any Purchase Order shall be void and of no effect; for the avoidance of doubt, the parties agree that no provision in any acknowledgement or acceptance of or response to a Purchase Order shall form part of the Agreement.
- 2.3 Each Purchase Order and these terms and conditions shall form a distinct and separate agreement. No variation of it shall be valid unless agreed in writing by the parties.
- 2.4 Delivery of the Goods and/or Services by the Supplier to COMPANY shall be deemed conclusive evidence of Supplier's acceptance of the Agreement.
- 2.5 Time of delivery of the Goods and Services shall be of the essence of the Agreement.

2.6 The Supplier agrees to provide reasonable assistance to enable COMPANY to use the Goods and/or Services to their best advantage.

2.7 The detailed terms and conditions in relation to the appointment Supplier Partner to provide the services has set out in the formal written **Master Service Agreement**.

3. Purchase Order

- 3.1 COMPANY shall submit the Purchase Order in writing to the Supplier.
- 3.2 The Supplier shall within (2) days of the date of each Purchase Order respond to each Purchase Order confirming its interest on that Purchase Order and this shall constitute the acceptance of that Purchase Order for the supply of the Goods and/or Services otherwise the same will be automatically deemed accepted by the Supplier.
- 3.3 COMPANY may modify or cancel any Purchase Order which has not been accepted in accordance with Section 3.2 above.

4. Price and Payment

- 4.1 Unless otherwise specified in the Purchase Order or agreed between the parties in writing the Price of the Goods and/or Services shall include: (i) secure and proper packing, storage, transport; and (ii) safe delivery to the Delivery Address on the Delivery Date.
- 4.2 Prices shall remain fixed unless otherwise notified in writing of any variation by the Supplier and agreed by COMPANY.
- 4.3 Unless otherwise set out in the Purchase Order or agreed between the parties in writing, COMPANY shall pay to the Supplier not earlier than 30 days after receiving the same from the Client and the later of:
 - a. COMPANY's receipt of the Goods and/or Services;
 - b. Completion of the Services to COMPANY's satisfaction; and
 - c. COMPANY's receipt of a valid, correct and undisputed invoice for the Goods and/or Services from Supplier quoting the Purchase Order number. Supplier is responsible to ensure all the invoices are submitted within maximum of 5 working days from the date of delivery of Product/Services. In case of delayed invoice submission, Company shall not be held liable for non-payment or delayed payment.. Invoices shall include and list all applicable sales, use, or excise taxes that are a statutory obligation of COMPANY as separate line items identifying each separate tax category and taxing authority. COMPANY will reimburse Supplier for all sales, use or excise taxes levied in accordance with the general statutes or other authoritative directives of the taxing authority on amounts payable by COMPANY to Supplier pursuant to the Agreement; however, COMPANY shall not be responsible for remittance of such taxes to applicable tax authorities.
- 4.4 Supplier agrees that COMPANY may set off against the Price any payments due to COMPANY from the Supplier under the

Agreement or any other agreement; or due to any offer which the Supplier may make from time to time.

4.5 COMPANY may request from Supplier monthly statements.

4.6 If the Goods and/or Services are not delivered on the Delivery Date, COMPANY may reject the Goods and/or Services without any liability

4.7 Invoices, in appropriate and correct manner with supporting documentation evidencing the adherence to statutory provisions, will be submitted by Supplier Partner on a calendar month basis. Charges will be paid by Company to Supplier Partner within 30 days, only after the receipt of the payment from the Client to the Company for the services. Invoices of Supplier Partner shall be cleared after deduction of the amounts, if any, deducted by the Client for defaults/deficiency/other claims with respect to the services provided by Supplier Partner.

5. Delivery, Title and Risks

5.1 The Goods shall be securely and properly packed by Supplier.

5.2 Supplier shall deliver the Goods and/or supply the Services to the Delivery Address on the Delivery Date(s).

5.3 On delivery, the Supplier shall ensure that the Goods are signed for by a duly authorized member of COMPANY.

5.4 Title of the Goods shall pass to COMPANY on delivery of the Goods.

5.5 The Supplier shall deliver the Goods with such documentation as is necessary to enable COMPANY to use the Goods safely and effectively.

5.6 Supplier will, at its expense, deliver in accordance with details/quantities and dates specified in the Order. If no date is mentioned in the Order, then Supplier will offer its best delivery date(s), which will be subject to acceptance by Company. If the Services or Product deliveries are delayed in any respect, Company is entitled to completely or partly terminate the Order without any cost on Company. **Warranties and Representations**

6.1 The Supplier warrants and represents to COMPANY that:

A. the Goods shall be:

- i. of merchantable quality; and
- ii. fit for the purposes; and
- iii. in accordance with the Specifications; and
- iv. of first class materials, workmanship and design; and

B. the Services shall be supplied in accordance with the Specifications;

C. the Supplier, its employees, agents and sub-contractors will carry out all of Supplier's obligations under the Agreement with all reasonable skill and care, in a timely and professional Manner, and using appropriately skilled and experienced personnel;

D. All Products furnished(including all replacement or corrected Products or components which Supplier furnishes pursuant to this warranty) will (a) be free from defects in material and design (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Cushman and Wakefield , (c) be fit for the intended purposes (d) comply will all applicable laws(e) be free and clear of any and all liens or encumbrances, and (f) not infringe any patent or other intellectual property rights of any third party. Services will be performed in accordance with the highest standards in the industry. These warranties will survive any delivery, inspection, acceptance or payment by Company for the entire Warranty Period. In addition to the costs of repairing, replacing or correcting nonconforming Products, Supplier is responsible for all related costs, expenses and damages including, but not limited to, the costs of removal reinstallation, re-inspection and retrofit of the nonconforming Products or of Cushman and Wakefield 's affected end-product

E. Supplier's performance under the Agreement including the Goods/Services provided hereunder, will comply with all applicable and then-current laws, ordinances, rules, regulations, conventions, and standards of each and all locations where the Goods/Services are to be delivered, or Supplier's performance is to occur, or that relate in any way to the, licensing, certification, or approval of Services, including, without limitation, the requisite license / registrations under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970, Employee Provident Fund Act, 1952, Employee State Insurance Act, 1948, Workmen's Compensation Act, 1923, and those related to, wages, hours and conditions of employment, occupational safety, discrimination, sexual harassment, immigration, subcontractor selection, and minority owned businesses as applicable to the Supplier-. Further, Supplier hereby agrees that on request by COMPANY, it shall furnish to COMPANY proof of payment of wages, provident fund, employee state insurance (as applicable) in respect of the Supplier's representative along with relevant returns and proof of having filed relevant individual forms for such representatives. In the event it appears to COMPANY that Supplier has not made the aforesaid payments, COMPANY shall have the right to deduct the same from invoices submitted by the Supplier.

6.2 Where the Goods or any part of them are manufactured by a third party the Supplier shall, in addition to the Supplier obligations in the Agreement, pass on to COMPANY the benefit of any guarantee, condition and warranty granted by the manufacturer in relation to such Goods; and the Supplier shall use its best efforts to pass on to COMPANY any servicing agreement that the Supplier received from the manufacturer in respect of such Goods.

7. Defects

7.1 COMPANY shall be entitled to reject any of the Goods delivered which are not in accordance with the Specifications and shall not be deemed to have accepted any Goods until such reasonable time to inspect them following the delivery.

7.2 If later, any of the Goods are found to be defective or do not comply with any of the warranties or representations set out in Section 6.1 above ("**Defective Goods**"), COMPANY may, at its option:

- a. reject all the Defective Goods or any part of them without any liability; and/or
- b. require the Supplier to replace such Defective Goods; and/or

- c. Require the Supplier to repair such Defective Goods.

Supplier shall replace or repair the Defective Goods within 7 days from the date of COMPANY notification or such other time period as the parties may agree in writing.

- 7.3 If any of the events set out in Section 7.2 above happen, the Supplier shall, at Supplier cost and expense:

- a. collect the Defective Goods from COMPANY and from the Delivery Address; and
- b. return the replacement or repaired Goods to COMPANY to the Delivery Address;
In any case all Transit related charges shall be borne by SUPPLIER for all rejections and replacements.

7.4 If any of the Services are not supplied in accordance with the Agreement particularly with the Specification, COMPANY shall without any liability reject and terminate the Services or any part of them.

- 7.5 In the event that COMPANY rejects the Defective Goods pursuant to Section 7.2 (a) above or the Services pursuant to Section 7.4 above, the Supplier shall immediately refund any payments made by COMPANY in respect of such Defective Goods or Services.

8. Intellectual Property Rights

8.1 The Supplier warrants that Supplier's performance of the Agreement and COMPANY's use of the Goods, Services and/or any materials resulting from it, do not and will not infringe Intellectual Property Rights or of any third party's right.

- 8.2 Where applicable, the Supplier shall:

- a. assign to COMPANY with full title guarantee all existing and future copyright and design right comprised in COMPANY Materials; and
- b. agree to assign to COMPANY, with full title guarantee, at COMPANY's request, any other Intellectual Property Rights (other than copyright and design right) in COMPANY Materials, in India and throughout the world for the whole term of the Intellectual Property Rights, including any extensions or renewals of such Intellectual Property Rights and all statutory or common law rights attached to it.

9. Indemnity and Insurance

9.1 The Supplier shall unconditionally and without demur indemnify COMPANY and keep COMPANY fully and effectively indemnified on demand against any and all claims, liability, losses, damages, costs (including legal costs) or expenses which COMPANY may incur in as a result of the Supplier breach of any of Supplier's obligations or warranties under the Agreement or by any negligent act or commission or omission or misconduct of Supplier's employees, its agents or subcontractors.

9.2 Supplier hereby undertakes to take out and maintain adequate insurance cover against liability which the Supplier may incur under this Agreement or otherwise under this Agreement. On the date of this Agreement and every anniversary thereof, the Supplier shall provide Contractor with a broker's letter setting out policy details of such insurance, confirmation that all of the Supplier's liabilities under this Agreement are covered by the policy, the premium receipt and insurance certificate.

- a. Professional Indemnity Insurance Policy –
- b. Public Liability aggregate limit 10 times of the annual contract value
- c. Products Liability aggregate limit 10 times of the annual contract value
- d. Employer's Liability aggregate limit 10 times of the annual contract value

The Supplier shall furnish to COMPANY the certificates or cover notes providing sufficient evidence of compliance with this Section.

- 9.3 The Supplier shall furnish COMPANY with renewal certificates so long as the Agreement is in effect.

- 9.4 The number of claims during the period of insurance shall not be limited.

- 9.5 The Supplier shall ensure that none of the insurance policies shall be modified or cancelled without a prior written approval from the COMPANY.

10. Confidentiality

- 10.1 Each party ("Receiving Party") undertakes:-

That the Supplier shall ensure that its personnel shall at no time, without the consent of the Company, disclose to any person any information relating to the affairs of the Company, the Designated Spaces and its occupants which they may have come to know during the subsistence of this Agreement with the Company. The personnel of the Supplier will not indulge in any activity, of whatsoever nature, which is or which may be damaging to the reputation/goodwill of the Company of the Designated Spaces and will also maintain secrecy/confidentiality of any task assigned to them from time to time by the Supplier relating to Services/arrangements at the Designated Spaces.

- a. That the Company or its personnel shall not be in any manner responsible for any accident, mishap or any untoward incident of any kind resulting in any accident(s), mishap(s), injuries, loss of life to any person(s), damages to any goods, property etc. occurring due to any act of omission or commission, negligence on the part of the Supplier or any personnel deployed by the supplier at the designated Spaces.
- b. Not to disclose the Information in whole or in part to any other person without the disclosing Party's written consent, save to those of the Receiving Party's employees, agents and sub- . contractors involved in the performance of the Receiving Party's obligations under the Agreement on a confidential and need-to-know basis; and
- c. to use the Information solely in connection with the performance of the Receiving Party's obligations under the Agreement and not for the Receiving Party's own or the benefit of any third party.

10.2 Company reserves the right to inspect Supplier's premises and Supplier undertakes to implement suggested measures to guarantee security and confidentiality.

All information, equipment, know-how and technical information, including data stored in electronic format and computerized geometries, to which Supplier has been given access through this business relationship, shall for the duration of the Order and for ten (10) years thereafter be treated as confidential and may not be used for any purpose other than for the Services; provided that this obligation shall not apply to any information that (i) is or becomes available to the public through no fault of Supplier, or (ii) was already in Supplier's possession when received from Company, or (iii) is required to be disclosed by a court of competent jurisdiction, provided Supplier gives Company prior notice of such disclosure, so that Company is given reasonable opportunity to object to the demand, or that Company authorizes Supplier in writing to disclose. Copying or duplication is only permitted within the framework of the completion of Supplier's commitments and with due regard to legal copyright regulations. Upon completion of the Services, all documentation received from Company or developed for Company during the performance of the Services must either be returned to Company or destroyed, as agreed

with Company.

11. Termination of the Agreement

11.1 The COMPANY may by written notice terminate the Agreement if:-

- a. the Supplier is in material breach of the Agreement and fails to remedy such breach within five (5) days from the date of notification of such breach from the COMPANY; or
- b. the Supplier is declared insolvent; or
- c. a trustee, receiver, administrative receiver, or similar officer is appointed in respect of all or any part of the business or assets of the Supplier; or
- d. a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Supplier or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
- e. Any similar or analogous event occurs in relation to the Supplier in this or any other jurisdiction.

11.2 COMPANY shall have the further right to terminate the Agreement if:

- a. Supplier undergoes a change of control; or
- b. Supplier transfers all, or substantially all, of its assets; or
- c. the association with the Supplier is considered to be

Adverse to COMPANY's business or interests.

- d. in providing Goods/Services hereunder, Supplier violates any applicable law or regulation, or causes COMPANY to be in material violation of any law or regulation;
- e. Supplier attempts to assign this Agreement in breach of the Agreement; and

- f. Supplier either (i) merges with another entity (ii) suffers a transfer involving fifty percent (50%) or more of any class of its voting securities or (iii) transfers all, or substantially all, of its assets.

11.3 Upon such termination:

- a. COMPANY shall pay the Supplier all sums due and payable to Supplier under the Agreement at the date of termination, unless the Agreement is terminated by reason of Supplier default or breach;
- b. The Supplier shall immediately refund to COMPANY any advance payments made by COMPANY which have not been utilized for any of the Services or for Goods not delivered to COMPANY.

11.4 Upon termination or expiration of the Agreement, Supplier shall immediately return any documents or material property of COMPANY in Supplier's possession, as COMPANY may direct. Failure to do so,

COMPANY shall be entitled to access Supplier's premises to recover such property.

11.5 Sections 6, 8, 9 and 10 of this Agreement shall survive the termination of the Agreement or any part of it.

11.6 Any termination of the Agreement is without prejudice to any other rights or remedies the COMPANY may be entitled to under the Agreement or at Law. It does not affect any accrued rights or liabilities of the COMPANY or any provision which is expressly or by implication intended to come into force on, or continue in force after termination.

11.7 Notwithstanding the above COMPANY can terminate this Agreement or any Purchase Order under this Agreement for its convenience, without cause, at any time without further charge or expense upon at least thirty (30) calendar days prior written notice to Supplier. Termination of one Purchase Order shall not cause a termination of this Agreement or any other Purchase Order, unless otherwise specified by COMPANY.

12. Audit

The Supplier shall maintain, at its own cost, financial records for a period of 7 years or as otherwise required by law. COMPANY shall be entitled at its own discretion to conduct at least one audit per calendar year of the Supplier's systems and procedures insofar as they relate to the supply of the Goods and Services. Such Supplier records referenced above may be inspected, audited and copied by COMPANY, its Representatives or by state agencies having jurisdiction over COMPANY, during normal business hours and at such reasonable times as COMPANY and Supplier may determine. Cost of Auditing shall be borne by supplier.

The Supplier must ensure his / his authorized representative's presence during mandatory monthly compliance audit by the Company designated Audit Firm along with all related statutory compliance documentary proofs.

13. Arbitration

In the event of any dispute or differences arising out of or in connection with this Order as to the interpretation or any other matter then in such event the Parties shall resolve such dispute or difference by reference to Arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a sole Arbitrator appointed by the Company. The Arbitration will be held in Delhi and conducted in English Language.

14. General

- 14.1 All notices required to be given under the Agreement will be in writing and will be sent at the address(es) set out on the Purchase order or to such other address(es) as the recipient may designate by notice given in accordance with this section 15.1. Any such notice may be delivered by hand, first class prepaid letter or facsimile transmission and will be deemed to have been received: (a) by hand — upon delivery; (b) by first class post — 48 hours after the date of mailing; (c) by facsimile transmission — immediately upon transmission provided a confirmatory copy is sent by first class pre-paid post by the end of the next business day.
- 14.2 The Supplier may not assign, transfer, change or dispose any of the rights or obligations under the Agreement to any third party without COMPANY's prior written consent. No such assignment, transfer, sub-contract or disposal even if consented to, shall relieve the Supplier of Supplier's obligations under the Agreement. The Supplier shall procure that any permitted sub-contractor enters into a confidentiality agreement as COMPANY shall require.
- 14.3 If any part, term, provision or clause of the Agreement proves to be invalid or unenforceable, the validity or enforceability of the remaining parts, terms, provisions and clauses will not be affected. The rights and obligations of the parties will be construed as if the Agreement did not contain the particular invalid or unenforceable part, term, provision or clause.
- 14.4 No delay or failure by either party to exercise any of its powers, rights or remedies under the Agreement will operate as a waiver of them, or any single or partial exercise of any such powers rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.
- 14.5 The Agreement contains all the terms which the parties have agreed and supersedes all provisions, contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between the parties whether written, arising from custom or oral in relation to the transactions provided for the Agreement.
- 14.6 Nothing in the Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor shall it constitute, or be deemed to constitute, a party the agent of the other party for any purpose.
- 14.7 The Agreement is governed by and shall be constructed in accordance with the laws of India. The parties agree to submit to the exclusive jurisdiction of the New Delhi Court, and waive any objection to venue with respect to actions brought in such courts.
- 14.8 Supplier's personnel are not eligible to participate in any of the employee benefit or similar programs of COMPANY. Supplier shall inform all of its personnel providing Services pursuant to this Agreement that they will not be considered employees of COMPANY for any purpose, and that COMPANY shall not be liable to any of them as an employer for any claims or causes of action arising out of or relating to their assignment.
- 14.9 Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such Party alleged to be liable has knowledge of the possibility of such damages, provided, however, that the limitations set forth in this Section shall not apply to or in any way limit the indemnity obligations, Section entitled "Confidentiality", or Supplier's gross negligence or willful misconduct.
- 14.10 Salaries/ charges and all other allowances and benefits/ equipment's/tools/tackles of whatsoever nature including compliance of all statutory obligation like PF, ESI, Overtime, if any, damages in case of injuries suffered by the personnel on duty or accidents etc. shall be/ payable by & be the sole liability of Supplier Partner.
- 14.11 Supplier Partner shall also be liable for damages due to negligence, breach of duty and obligations and provide proof of valid insurance policies such as Contractor General Liability, Professional Indemnity Insurance, and Workers Compensation Insurance/Employees Liability Insurance.

15. Micro , Small and Medium Enterprises Development Act, 2006

Supplier hereby agrees to take the full responsibility of notifying COMPANY if Supplier is qualified or gets qualified during the Term of this Agreement as a Micro, Small or Medium enterprise as defined under the Micro, Small and Medium Enterprises Development Act, 2006 ("MSME Act"). To comply with the above requirement, Supplier is required to notify COMPANY in writing within fifteen (15) days of applying or getting covered under the ambit of the MSME Act as mentioned above. Supplier further acknowledges that in the event it fails to comply with the aforementioned requirement, COMPANY shall assume that the Supplier does not fall under the ambit of the MSME Act to the extent provided above.