



PURCHASE ORDER

Principal Place of Business/Bill To RSB Transmissions (I) Ltd. (Forging Plant) Plot no. 1007, 1011 P.O. Uchapada Tel : 91674-2550590 Fax : 91674-2550590 Email : ranjan.jena@rsbglobal.com Website : www.rsbglobal.com GSTIN : 21AABCR3925R1Z5 PAN : AABCR3925R State Code & State : 21 ODISHA CIN : U34102PN1989PLC014807				Supply	Supply To					
				CUTTA(MANIA, 754022 Tel Fax Email Website GSTIN	Tel : 91674-2550590 Fax : 91674-2550590 Email : ranjan.jena@rsbglobal.com Website : www.rsbglobal.com					
		Supplier Details	大大学是对新兴森	C. Taray A.S.			Haller Company	PO Details		
Name Addres Tel Email GSTIN PAN	ss : HIG5,BDA [GTET,At.JIT] : : sidharth.das	SC .	hariput .Uppalada , P	'aralakhemundi	Order Da Revision Quotatio Our Refe	No/ Date n No/ Date erence No. Order No.	: OH / 1800 : 99/18/18 : 0 / 09/22/ : : : : 03/31/19			
No.	Item Code	Drawing No.	HSN	Quantity.	Rate	CST	Amount/Percer	1		
	Description	Mod No:	SAC	UOM	Currency	IGST	CGST	SGST	Request	Amount
1	M06050020 SHEARING BLADE 65X65 WITH MATERIAL		84559000	20.000 EA	7420.00 INR		13356.00 @ 9.0 %	13356.00 @ 9.0 %	09/18/18	(Qty x Rate) 148400.00
	M06050021 SHEARING BLADE 75X75 WITH MATERIAL		84559000	10.000 EA	7420.00 INR		6678.00 @ 9.0 %	6678.00 @ 9.0 %	09/18/18	74200.00
							Total			
							CGST II SGST II Other Suspen	nput@9% nput@9% se Account se Setoff Accou	ot	222600.00 20034.00 20034.00
			· · · · · · · · · · · · · · · · · · ·				Grand	Total:		262668.00
Deliver Remarl	y Terms : AS	pees Two Lakh Six PER LAST SUPPL Days From Accept	_Y.	and Six Hundre	d Sixty Eight (Only.	1.7 2.2			

Checked By

Authorized By



Fwd: schedule nov 18

1 message

Aurobindo Sahu <aurobindosahu@gmail.com> To: Jitendra Kumar Patnaik < jitendra.patnaik@gramtarang.org.in>

Wed, Feb 19, 2020 at 2:37 PM



Powered by cloudHQ

-- Forwarded message -----From: Krishnamurari Prasad krishnamurari.prasad@rsbglobal.com Date: Sun, Nov 4, 2018 at 1:01 PM

Subject: schedule nov 18
To: <aurobindosahu@gmail.com>, sadat.ali <sadat.ali@gramtarang.in>



RSB Transmissions (I) Ltd.

Schedule No. :-

PLOT NO. 184 & 189 Belur Industrial Area

Schedule Month:-NOV 2018

Dharwad

To

GramTarang Employability Trng

orrisa

Kind Atten. Mr. arvindo shahu

					Confirm	n Zone	Te	ntative Zo	ne
SI.No.	PO Number	Description	Quantity Open	Quantity Open	Qnty	Delivery Date	DEC'18	Jan-19	Feb-19
1		21320190091P12P	SEAT SCREW 4337930	4,800	600.00	05.11.18	400	400	400
2		21320190086P12P	SEAT SCREW 4190634	3,360	400.00	05.11.18	200	200	200
3		21320190087P00P	SEAT SCREW 4190636	1,680	200.00	05.11.18	100	100	100
4		21320190088P00P	SEAT SCREW 4190635	840	200.00	05.11.18	100	100	100
5		21320190008P00P	SEAT SCREW TE05275	24,480	2,500.00	05.11.18	2040	2040	2040
6		21320190094P00P	SEAT SCREW 4195689	48,000	6,000.00	05.11.18	4000	4000	4000

Kindly Despatch The Materials as per above Schedule . If There Is any changes we will Inform accordingly.

Thanking You

FORMAT NO. RSB-D/PUR/10

REV NO & DATE : 00/01.08.09

KEISHAN MURARI PRASAD RISH TRANSMISSION(I)LTD DHARWAD

DISCLAIMER:

This e-mail may contain proprietary, privileged and confidential information and is sent for the intended recipient(s) only. If, by an addressing or transmission error, this mail has been misdirected to you, you are requested to notify us immediately by return email message and delete this mail and its attachments. You are also hereby notified that any use, any form of reproduction, dissemination, copying, disclosure, modification, distribution and/or publication of this e-mail message, contents or its attachment(s) other than by its intended recipient(s) is strictly prohibited. Any opinions expressed in this email are those of the individual and may not necessarily represent those of the company. Before opening attachment(s), please scan for viruses.

Regards,

Aurobindo Kumar Sahu Paralakhemundi (Odisha) Ph.09692385714



Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002



CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Limited The Leela Galeria, Commercial Block, 7th Floor, No. 23, Airport Road, 560008 Bengaluru KA Tel: +91.80.4306.7000

PO Dat	e: 06	-Apr-2018
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VENDOR:

Gram Tarang Employability Training

B-107, KSR, Pleasant Valley, Madhavadhara, Visakhapatanam 530018 Visakhapatnam AP

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Ltd. Accounts Payable Team Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057 Pune MH India Tel: 91.20.6793.6600

- A. For India vendors Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- i. Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information As applicable
- v. Service tax Category As applicable
- vi. Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

Ī	Line	Description	Quantity	UOM	Unit Price	Total	Due Date

1-1	AP Experience Center Project. Services for running an experience center.	1.00	EA	69,758,264.00	69,758,264.00	31/03/2021
AP Experience Center Project. Services for running an experience center. Details as per SOW 18-DIN#420. Period 01-Apr-2018 to 31-Mar-2020.						

Freight Terms: Freight Charges Incl.

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Currency	INR
Total Purchase Amount (TAX not included)	69,758,264.00

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS' Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party, or (iii) to replace the Products and/or Services by equival

Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Personal Data. The Supplier shall comply with all Applicable Data Protection Laws under the Governing laws of India and all laws, when applicable to the provision of Services as a result of this Agreement, and by any other current or future laws and regulations that could apply to the transfer of Personal Data by virtue of this Agreement («Applicable Data Protection Legislation»).

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed

to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social Responsibility. The Supplier hereby represents and warrants that it has been informed of the "Corporate Principles of Social Responsibility" available on the 3DS website (http://www.3ds.com) and has agreed to be bound by them. It agrees to encourage its own suppliers and subcontractors (within the limits authorized by the Agreement) to adhere to those principles. In the event of non-compliance by the Supplier with any of those principles, 3DS reserves the right to immediately terminate the Agreement. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com.

Term. The Agreement shall enter into force as of the date the Order is issued and shall remain in force until full performance of the parties' obligations.

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. The Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from. 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil Procedure 1908.

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of purchase.



Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002

CIN # U72200DL2007PTC177161

PAN # AACCD7672A

Karnataka GST # 29AACCD7672A8ZI Haryana GST # 06AACCD7672A1ZX Maharashtra GST # 27AACCD7672A8ZM

Tamil Nadu GST # 33AACCD7672A8ZT West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Limited The Leela Galeria, Commercial Block, 7th Floor, No. 23, Airport Road, 560008 Bengaluru KA Tel: +91.80.4306.7000

PO	Date:	04-Jul-2019
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VENDOR:

Gramtarang Technologies Private Ltd

B-107, KSR Pleasant Valley, Madhavadhara, Vishakhapatnam, AndhraPradesh 530018 Vishakhapatnam, AP Tel:988/615-5870

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Pvt. Ltd. Accounts Payable Team

Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057

Pune MH India

Tel: 91.20.6793.6600

- A. For India vendors Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- i. Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information As applicable
- v. Service tax Category As applicable
- vi. Vendor contact person, email ID and telephone number
- $B.\ For\ International\ vendors,\ please\ send\ the\ soft\ copy\ of\ invoices\ to\ the\ email\ ID-IN.3DPLM. Accounts Payable @3ds.com.$
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

Line	Description	Quantity	UOM	Unit Price	Total	Due Date
1-1	Gramtarang - Project Support Resources (01st June 31st Dec 2019)	1.00	EA	3,575,000.00	3,575,000.00	31/12/2019
	Project Support Resources Period 01-Jul-2019 to 31-Dec-2019 Details as per SOW dt 05-Jun-2019					

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Currency	INR
Total Purchase Amount (TAX not included)	3,575,000.00

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

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3DS Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (ii) to take all necessary measures to protect the Confidential Information, (iii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (iii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (http://www.3ds.com) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anticorruption, (ii)comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002



CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II 122002 Gurugram HR Tel: +91 124 4577100 PO Date: 05-Mar-2019

Work Order: SPW00000003000 Start Date: 12/01/2018 End Date: 11/30/2019

VENDOR:

Gram Tarang Employability Training

B-107, KSR, Pleasant Valley, Madhavadhara, Visakhapatanam 530018 Visakhapatnam AP

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600

- A. For India vendors Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- i. Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information As applicable
- v. Service tax Category As applicable
- vi. Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein

Line	Description	Quantity	UOM	Unit Price	Total	Due Date

1-1	Fixed Amount	1.00	MHR	19,500,000.00	19,500,000.00	25/03/2019		
	DIN414/SPW0000003000/00311/SERVI							

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Total Purchase Amount (TAX not included)

19,500,000.00

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (ii) to take all necessary measures to protect the Confidential Information, (iii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

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Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

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Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (http://www.3ds.com) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anticorruption, (ii)comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002



CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Limited 12th Floor, Building # 10C, DLF Cyber City, Phase II, 122002 Gurugram HR Tel: +91.124.457.7100

PO Dat	te:	21-Fe	b-2019
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VENDOR:

Gram Tarang Employability Training

B-107, KSR, Pleasant Valley, Madhavadhara, Visakhapatanam 530018 Visakhapatnam AP

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600

- A. For India vendors Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- i. Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information As applicable
- v. Service tax Category As applicable
- vi. Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

Line	Description	Quantity	UOM	Unit Price	Total	Due Date
1-1	2019-External Subco cost- GT VS APSRD from Jan'19 to June'19	1.00	EA	960,000.00	960,000.00	27/02/2019

External Subcontractor Cost: BIM Modeling for City & Simulation scenarios on 3DEXPERIENCE Platform Period 01-Jan-2019 to 30-Jun-2019

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Vivek.KANDOLA@3ds.com

Email:

Total Purchase Amount (TAX not included)

INR

960,000.00

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (ii) to take all necessary measures to protect the Confidential Information, (iii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (iii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

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Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

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Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002



CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Limited The Leela Galeria, Commercial Block, 7th Floor, No. 23, Airport Road, 560008 Bengaluru KA Tel: +91.80.4306.7000

PO Date:	14-Nov-2018
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VENDOR:

Gram Tarang Employability Training

B-107, KSR, Pleasant Valley, Madhavadhara, Visakhapatanam 530018 Visakhapatnam AP

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600

- A. For India vendors Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- i. Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information As applicable
- v. Service tax Category As applicable
- vi. Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

Line	Description	Quantity	UOM	Unit Price	Total	Due Date
1-1	Cost for TWO 3DEXPERIENCE Consultants	1.00	EA	900,000.00	900,000.00	30/06/2019

Cost for TWO 3DEXPERIENCE Consultants
Period: 01-Oct-2018 to 30-Jun-2019.
SOW # DS Ref # DIN-377.

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Currency	INR
Total Purchase Amount (TAX not included)	900,000.00

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (ii) to take all necessary measures to protect the Confidential Information, (iii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (iii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (http://www.3ds.com) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anticorruption, (ii)comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002



CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Limited The Leela Galeria, Commercial Block, 7th Floor, No. 23, Airport Road, 560008 Bengaluru KA Tel: +91.80.4306.7000

PO Date	: 10-D	ec-2018
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VENDOR:

Gram Tarang Employability Training

B-107, KSR, Pleasant Valley, Madhavadhara, Visakhapatanam 530018 Visakhapatnam AP

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600

- A. For India vendors Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information As applicable
- v. Service tax Category As applicable
- vi. Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

Line	Description	Quantity	UOM	Unit Price	Total	Due Date
1-1	External Subcontractor Fee	1.00	EA	400,000.00	400,000.00	31/12/2018

<<**Start Date:2018-11-20**User Comments:External Subcontractor Fee.
To Create e-Learning contents using 3D Experience.
Period:01-Nov-2018 to 31-Dec-2018>>

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Currency	INR
Total Purchase Amount (TAX not included)	400,000.00

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

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3DS Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

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Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

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Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (ii) to take all necessary measures to protect the Confidential Information, (iii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (iii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and

a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

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Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (http://www.3ds.com) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anticorruption, (ii)comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002



CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Limited 12th Floor, Building # 10C, DLF Cyber City, Phase II, 122002 Gurugram HR Tel: +91.124.457.7100

PO Date:	21-Feb-2019
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VENDOR:

Gram Tarang Employability Training

B-107, KSR, Pleasant Valley, Madhavadhara, Visakhapatanam 530018 Visakhapatnam AP

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600

- A. For India vendors Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- i. Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information As applicable
- v. Service tax Category As applicable
- vi. Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

Line	Description	Quantity	UOM	Unit Price	Total	Due Date
1-1	2019-External subco cost- Gram tarang from jan'19 to April 19	1.00	EA	800,000.00	800,000.00	27/02/2019

External Subcontractor Cost for Creation of e-Learning content using 3DEXPERIENCE platform.
Period 01-Jan-2019 to 30-Apr-2019

Freight Terms: Freight Charges Incl.

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Currency	INR
Total Purchase Amount (TAX not included)	800,000.00

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (ii) to take all necessary measures to protect the Confidential Information, (iii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

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Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (http://www.3ds.com) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anticorruption, (ii)comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002



CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II 122002 Gurugram HR Tel: +91 124 4577100 PO Date: 05-Mar-2019

Work Order: SPW00000003000 Start Date: 12/01/2018 End Date: 11/30/2019

VENDOR:

Gram Tarang Employability Training

B-107, KSR, Pleasant Valley, Madhavadhara, Visakhapatanam 530018 Visakhapatnam AP

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600

- A. For India vendors Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- i. Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information As applicable
- v. Service tax Category As applicable
- vi. Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein

Line	Description	Quantity	UOM	Unit Price	Total	Due Date

1-1	Fixed Amount	1.00	MHR	19,500,000.00	19,500,000.00	25/03/2019
	DIN414/SPW00000003000/00311/	SERVI				

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Total Purchase Amount (TAX not included)

19,500,000.00

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (ii) to take all necessary measures to protect the Confidential Information, (iii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (iii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (http://www.3ds.com) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anticorruption, (ii)comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of



Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002

CIN # U72200DL2007PTC177161

PAN # AACCD7672A

Karnataka GST # 29AACCD7672A8ZI Haryana GST # 06AACCD7672A1ZX Maharashtra GST # 27AACCD7672A8ZM

Tamil Nadu GST # 33AACCD7672A8ZT West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Limited The Leela Galeria, Commercial Block, 7th Floor, No. 23, Airport Road, 560008 Bengaluru KA Tel: +91.80.4306.7000

PO	Date:	04-Jul-2019
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VENDOR:

Gramtarang Technologies Private Ltd

B-107, KSR Pleasant Valley, Madhavadhara, Vishakhapatnam, AndhraPradesh 530018 Vishakhapatnam, AP Tel:988/615-5870

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Pvt. Ltd. Accounts Payable Team

Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057

Pune MH India

Tel: 91.20.6793.6600

- A. For India vendors Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- i. Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information As applicable
- v. Service tax Category As applicable
- vi. Vendor contact person, email ID and telephone number
- $B.\ For\ International\ vendors,\ please\ send\ the\ soft\ copy\ of\ invoices\ to\ the\ email\ ID-IN.3DPLM. Accounts Payable @3ds.com.$
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

Line	Description	Quantity	UOM	Unit Price	Total	Due Date	
1-1	Gramtarang - Project Support Resources (01st June 31st Dec 2019)	1.00	EA	3,575,000.00	3,575,000.00	31/12/2019	
	Project Support Resources Period 01-Jul-2019 to 31-Dec-2019 Details as per SOW dt 05-Jun-2019						

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Currency	INR
Total Purchase Amount (TAX not included)	3,575,000.00

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (ii) to take all necessary measures to protect the Confidential Information, (iii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (iii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (http://www.3ds.com) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anticorruption, (ii)comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of













CIN: U15549AP2009PTC064398 FY 2019-20



B-107, KSR Green Valley, Madhavadhara, Visakhapatnam Andhra Pradesh

GRAM TARANG FOODS PRIVATE LIMITED ELEVENTH ANNUAL REPORT 2019-20

BOARD OF DIRECTORS

Supriya Pattanayak

Director

D.N.Rao

Director

Mukti Kanta Mishra

Director

REGISTERED OFFICE

D-206, KSR Green Valley, Madhavadhara, Visakhapatnam Andhra Pradesh.

BANKERS

Andhra Bank

AUDITORS

SPC&Associates
Chartered Accountants

CONTENTS

- > A G M Notice
- Directors' Report
- Auditors' Report
- Balance Sheet and Statement of Profit & Loss
- Notes forming part of Balance Sheet and Statement of Profit & Loss

NOTICE - SHAREHOLDERS ELEVENTH ANNUAL GENERAL MEETING

AGM Date	21st December, 2020
Time	10.30 A.M.
Venue	Registered Office of the Company
*	D-107, KSR Green Valley, Madhavadhara, Visakhapatnam Andhra Pradesh

ORDINARY BUSINESS:

 To receive, consider and adopt the accounts of the company for the year ended 31st March, 2020 and the reports of the Directors and Auditors thereon.

By Order of the Board

For GRAM TARANG FOODS PRIVATE LIMITED

Place: Vishakhapatnam Date: 25th November, 2020

Supriya Pattanayak

Director

(DIN: 07122926)

D. N. Rao Director

(DIN: 00939956)

NOTES:

- In view of the continuing Covid-19 pandemic, the Registrar of Companies has, vide order No. ROCH/STA/2020-2021, dated September 8, 2020, extended the time to hold AGM for the financial year ended 31.03.2020 for a period of three months from the due date by which the AGM ought to have been held. Accordingly, your Company can conduct AGM on or before 31st December, 2020.
- 2. A member entitled to attend and vote at the meeting is also entitled to appoint a proxy to attend and vote instead of himself. A proxy need not be a member.
- 3. The proxy form duly completed and signed should be deposited at the Registered Office of the Company at least 48 hours before the commencement of the meeting.
- 4. Pursuant to the provisions of Section 105 of the Companies Act, 2013, a person can act as a proxy on behalf of not more than fifty (50) members and holding in aggregate not more than 10% of the total share capital of the Company carrying voting rights. A member holding more than 10% of the total share capital of the Company carrying voting rights may appoint a single person as proxy, who shall not act as a proxy for any other person or shareholder. The appointment of proxy shall be in the Form No. MGT.11 annexed herewith.
- 5. Members/Proxies are requested to bring their duly filled Attendance Slip along with the copy of the Annual Report to the Meeting.
- 6. Members are requested to notify immediately change of address, if any, to the Company's registered office quoting their Registered Folio Number.
- 7. In case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote.
- 8. Members holding shares in multiple folios in identical names or joint accounts in the same order of names are requested to consolidate their shareholdings into one folio.

By Order of the Board

For GRAM TARANG FOODS PRIVATE LIMITED

Place: Vishakhapatnam Date: 25th November, 2020 Supriya Pattanayak

Director

(DIN: 07122926)

D. N. Rao Director

(DIN: 00939956)

DIRECTORS' REPORT

To

The Members, Gram Tarang Foods Private Limited

Your directors have pleasure in presenting their Eleventh Annual Report on the business and operations of the company together with the Audited Statement of Accounts for the year ended 31st March, 2020.

1. Financial Highlights

During the year under review, performance of the company is as under.

(Amount in Rs)

Particulars	Year ended 31st March, 2020	Year ended 31st March, 2019
Total Income	1,66,50,821	1,62,30,810
Profit/(Loss) before taxation	1,84,670	16,56,142
Less: Tax Expense Current Tax: Deferred Tax(Asset)/Liability:	28,808 (49,345)	98,426 (86,422)
Profit/(Loss) after tax	2,05,207	16,44,139
Add : Balance B/F from the previous year	(1,31,05,172)	(1,47,49,311)
Balance Profit / (Loss) C/F to the next year	(1,28,99,966)	(1,31,05,172)

2. State of Company's Affairs and Future Outlook

The Company deals in the business of manufacturing and processing of food products.

3. Change in nature of business, if any

There is no change in the nature of business of the company.

4. Dividend

The directors of the company have not recommended any dividend for the year ended 31st March, 2020.

5. Amounts Transferred to Reserves

There are no transfers made to the reserves during the year.

6. Changes in Share Capital, if any

There is no change in share capital during the year.

Disclosure regarding Issue of Equity Shares with Differential Rights

Not Applicable.

Disclosure regarding issue of Employee Stock Options

Not Applicable.

Disclosure regarding issue of Sweat Equity Shares

Not Applicable.

7. Extract of Annual Return

The extract of Annual Return, in format MGT-9, for the Financial Year 2019-20 has been enclosed with this report.

8. Directors and Key Managerial Personnel:

The Board of Directors consists of Mr. Shashikant Tewary, Managing Director & Mr. Vasudeva Venkata Laxmi Narsimha Rao Dechiraju, Director.

On 29th October, 2020, Mr. Shashikant Tewary has been resigned as Managing Director and Mr. Mukti Kanta Mishra and Mrs. Supriya Pattanayak have been appointed as Directors of the Company with effect from 29th October, 2020.

Both the directors have attended all board meetings held during the year.

Your Company is not required to appoint Key Managerial Personnel or Independent Directors since your Company does not fall under the category of class of companies which have to appoint Key Managerial Personnel or Independent Directors.

9. Declaration of Independent Directors

The provisions of Section 149 pertaining to the appointment of Independent Directors do not apply to our Company.

10. Number of Board Meetings

During the current financial year (2019-20) 7 (Seven) Board Meetings were convened and held. The intervening gap between the Meetings was in compliance with the Companies Act, 2013. The Details of such Board Meetings are hereunder:

SI.No.	Date of Board meeting	Board strength	No. of directors' present
1.	10 th June, 2019	2	2
2.	27th June, 2019	2	2
3.	4th September 2019	2	2
4.	11th October, 2019	2	2
5.	25th November, 2019	2	2
6.	4 th December, 2019	2	2
7.	20th February, 2020	2	2

11. Disclosure of Composition of Audit Committee

The provisions of Section 177 of the Companies Act, 2013 read with Rule 6 and 7 of the Companies (Meetings of the Board and its Powers) Rules, 2013 are not applicable to the Company.

12. Company's Policy Relating to Directors Appointment, Payment of Remuneration and Discharge of Their Duties

The provisions of Section 178(1) relating to constitution of Nomination and Remuneration Committee are not applicable to the Company and hence the Company has not devised any policy relating to appointment of Directors, payment of Managerial remuneration, Directors qualifications, positive attributes, independence of Directors and other related matters as provided under Section 178(3) of the Companies Act, 2013.

13. Particulars of Employees:

The information required under Section 197(12) of the Companies Act 2013 read with Rule 5 of the Companies (Appointment and Remuneration of Managerial Personnel) Rules 2014 is not applicable.

14. Internal Financial Controls and Their Adequacy

The Board of your Company has laid down internal financial controls to be followed by the Company and that such internal financial controls are adequate and operating effectively. Your Company has adopted policies and procedures for ensuring the orderly and efficient conduct of its business, including adherence to the Company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial disclosures.

15. Deposits

The Company has neither accepted nor renewed any deposits within the meaning of Section 73 of the Companies Act 2013 during the year under review. As such no amount of principal or interest was outstanding on the date of the Balance Sheet.

Disclosure pertaining to deposits is furnished below:

SI. No.	Particulars	Amount in Rs.
1.	Details of deposits accepted during the year	Nil
2.	Deposits remaining unpaid or unclaimed as at the end of the year	Nil
3.	Whether there has been any default in repayment of deposits or payment of interest thereon during the year and if so, the number of such cases and the total amount involved	
4.	at the beginning of the year	Nil
5.	maximum during the year (i.e. highest number of cases pending repayment of deposits or interest during the year and maximum amount that was due)	Nil
6.	at the end of the year	Nil
7.	Details of deposits which are not in compliance with the requirements of the Act	Nil
8.	Details of National Company Law Tribunal (NCLT)/National Company Law Appellate Tribunal (NCLAT) orders with respect to depositors for extension of time for repayment, penalty imposed, if any	Nil
9.	In case of a private company, details of amount received from a person who at the time of the receipt of the amount was a Director of the company or relative of the Director of the company	45,45,231

The details of unsecured loans obtained from the shareholders of the Company are furnished below:

SI. No	Particulars	No.
1.	Total Number of Deposit holder as on 1st April, 2019	Nil
2.	Total Number of Deposit holder at the end of the Financial Year i.e., 31st March, 2020	1

SI. No	Particulars	Amount in Rs.
1.	Amount of existing deposits as on 1stApril, 2019	Nil
2.	Amount of deposits renewed during the year 2019-20	Nil
3.	Amount of deposits accepted during the year 2019-20	Nil
4.	(i) Secured Deposit	Nil
5.	(ii) Unsecured Deposit	20,50,000
6.	Amount of deposits repaid during the year 2019-20	Nil
	Balance of deposits outstanding at the end of the year i.e., 31st	
7.	March, 2020	20,50,000

16. Particulars of Loan, Guarantees and Investments under Section 186

The Company does not have any loans, guarantees and investments covered under section 186 of the Companies Act, 2013.

17. Particulars of Contracts or Arrangements with Related Parties

The Company has not entered into any transaction with a related party, as referred to under Sec 188(1) of The Companies Act, 2013, during the FY 2019-20

18. Details of Policy Developed and Implemented by the Company on its corporate Social Responsibility Initiatives

The provisions U/s 135 of the Companies Act 2013 read with the Companies (Corporate Social Responsibilities) Rules 2014 are not applicable to the company

19. Explanation to Auditor's Remarks

The Auditors' Report to the Members does not contain any qualifications, reservations or adverse remarks.

20. Material Changes Affecting the Financial Position of the Company

There are no material changes and commitments, affecting the financial position of the Company between the end of the financial year and the date of this report.

21. Conservation of Energy, Technology, Absorption, Foreign Exchange Earnings and Outgo

a) Conservation of Energy

: N.A.

b) Technology Absorption

A) Research and Development (R&D)

: Nil

B) Technology Absorption and Innovation

: Nil

c) Foreign Exchange Earnings and Out go

Earnings

: Nil

Out go

: Nil

22. Details of Subsidiary, Joint Venture or Associates

During the year, no companies have become or ceased to be its subsidiaries, joint ventures or associate companies

23. Risk Management Policy

The board has not identified any such risk which may threaten the existence of the company.

24. Details of significant & material orders passed by the regulators or courts or tribunal

There are no such orders passed during the current financial years.

25. Voluntary Revision of Financial Statements or Board's Report

No voluntary revision of Financial Statements or Board's Report in respect of any of the 3 preceding financial years has been made.

26. Re-appointment of Independent Auditor

Pursuant to Section 139 and other applicable provisions, if any, of the Companies Act, 2013, SPC&Associates, Chartered Accountants, are proposed to be ratified as the Statutory Auditors in the ensuing Annual General Meeting.

27. Disclosures under Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act, 2013

There are no such cases filed during the Financial Year.

28. Fraud Reporting (Required by Companies Amendment Bill, 2014)

The board has not identified any frauds.

29. Statutory Auditors

As per the Annual General Meeting held on 28th September, 2019, SPC & Associates, hereby appointed as Statutory Auditor, will hold office from 1st April, 2019 to 31st March, 2024.

30. Compliance with Secretarial Standards of ICSI

Your Company is in compliance with the Secretarial Standards on Meetings of the Board of Directors (SS-1) and General Meetings (SS-2) which came into effect from 1 July 2015.

31. Corporate Insolvency Resolution Process Initiated Under the Insolvency and Bankruptcy Code, 2016 (IBC)

Since there is no corporate insolvency resolution process or initiations are pending against the company under the Insolvency and Bankruptcy Code,2016, disclosures relating to the same are not applicable to your company.

32. Disclosure of maintenance of Cost Records under Section 148 of the Companies Act:

Maintenance of cost records in compliance with the sub-section (1) of Section 148 of the Companies Act, 2013 is not applicable to the company.

33. Directors Responsibility Statement

In accordance with the provisions of Section 134(5) of the Companies Act 2013, your directors confirm that:

- a) in the preparation of the annual accounts for the financial year ended 31st March, 2020, the applicable accounting standards had been followed along with proper explanation relating to material departures;
- b) the directors had selected such accounting policies and applied them consistently and made judgments and estimates that are reasonable and prudent so as to give a true and fair view of the state of affairs of the Company as at 31st March, 2020 and of the profit of the Company for that period;
- c) the directors had taken proper and sufficient care for the maintenance of adequate accounting records in accordance with the provisions of the Companies Act 2013 for safeguarding the assets of the company and for preventing and detecting fraud and other irregularities;
- d) the directors had prepared the annual accounts on a going concern basis;
- e) the directors had devised proper systems to ensure compliance with the provisions of all applicable laws and that such systems were adequate and operating effectively.

34. Acknowledgment

The Directors express their sincere appreciation to the valued shareholders, bankers and clients for their support.

By Order of the Board

For GRAM TARANG FOODS PRIVATE LIMITED

Place: Vishakhapatnam Date: 25th November, 2020 Supriya Pattanayak Director

(DIN: 07122926)

D. N. Rao Director

(DIN: 00939956)

Form No. AOC-2

(Pursuant to clause (h) of sub-section (3) of section 134 of the Act and Rule 8(2) of the Companies (Accounts) Rules, 2014)

Form for disclosure of particulars of contracts/arrangements entered into by the company with related parties referred to in sub-section (1) of section 188 of the Companies Act, 2013 including certain arm's length transactions under third proviso thereto.

1. Details of contracts or arrangements or transactions not at arm's length basis

(a) Name(s) of the related party and nature of relationship	
(b) Nature of contracts/ arrangements/ transactions	
(c) Duration of the contracts /	
arrangements/transactions	
(d) Salient terms of the contracts or arrangements or	
transactions including the value, if any	Not Applicable
(e) Justification for entering into such contracts or	
arrangements or transactions	
(f) Date(s) of approval by the Board	
(g) Amount paid as advances, if any:	
(h) Date on which the special resolution was passed	
in general meeting as required under first proviso to section 188	

2. Details of material contracts or arrangement or transactions at arm's length basis

(a) Name(s) of the related party and nature of	
relationship	
(b) Nature of contracts/ arrangements/ transactions	
(c) Duration of the contracts /	
arrangements/transactions	Not Applicable
(d) Salient terms of the contracts or arrangements or	
transactions including the value, if any	
(e) Date(s) of approval by the Board	
(f) Amount paid as advances, if any:	

FORM NO. MGT 9 EXTRACT OF ANNUAL RETURN

As on financial year ended on 31.03.2020

[Pursuant to Section 92 (3) of the Companies Act, 2013 and rule 12(1) of the Company (Management & Administration) Rules, 2014.]

I. REGISTRATION & OTHER DETAILS:

1.	CIN	U15549AP2009PTC064398
2.	Registration Date	16/07/2009
3.	Name of the Company	GRAM TARANG FOODS PRIVATE LIMITED
4.	Category/Sub-category of the Company	Company limited by shares/A Non-Government
5.	Address of the Registered office & contact details	B-107, KSR Pleasant Valley, Madhavadhara, Visakhapatnam, Andhra Pradesh-530018.
6.	Whether listed company	No
7.	Name, Address & contact details of the Registrar & Transfer Agent, if any.	ROC-Vijaywada.

II. PRINCIPAL BUSINESS ACTIVITIES OF THE COMPANY (All the business activities contributing 10 % or more of the total turnover of the company shall be stated)

S. No.	Name and Description of main products / services	NIC Code of the Product/service	% to total turnover of the company
1	Food Products	1040	100%

III. PARTICULARS OF HOLDING, SUBSIDIARY AND ASSOCIATE COMPANIES-

Sino	Name and Address of the Company	CIN/GLN	Holding/ Subsidiary/ Associate	% of shares held	Applicable Section
			NIL		

IV. SHARE HOLDING PATTERN

(Equity Share Capital Breakup as percentage of Total Equity)

Constant of Characteristics			at the end of [arch-2020]	No. of Shares held at the end of year[As on 31-March-2019]			% Change
Category of Shareholders	Physical	Total	% of Total Shares	Physical	Total	% of Total Shares	during the year
A. Promoters			14				
(1) Indian							
a) Individual/ HUF	5,00,000	5,00,000	95.24%	5,00,000	5,00,00	95.24%	-
b) Central Govt	-	-	-	-	ės.	-	-
c) State Govt(s)	-	-	-	2	-	-	-

d) Bodies Corp.		-	-	-	-	-	-
e) Banks / FI	-	-	-		-	-	-
f) Any other	-	_	-	†			-
Total shareholding of Promoter (A)	5,00,000	5,00,000	95.24%	5,00,000	5,00,00	95.24%	-
B. Public Shareholding			91				
1. Institutions							
a) Mutual Funds							
b) Banks / FI							
c) Central Govt				 	 	1	
d) State Govt(s)							
e) Venture Capital Funds				1			
f) Insurance Companies							
g) FIIs							
h) Foreign Venture Capital				 			
Funds							
i) Others (specify)							
Sub-total (B)(1):-			-				
2. Non-Institutions							
a) Bodies Corp.							
i) Indian							
ii) Overseas							
b) Individuals							
i) Individual shareholders holding nominal share capital up to Rs. 1 lakh	25,000	25,000	4.76%	25,000	25,000	4.76%	-
ii) Individual shareholders holding nominal share capital in excess of Rs 1 lakh							
c) Others (specify)							
Overseas Corporate Bodies					-		
Sub-total (B)(2):-	25,000	25,000	4.76%	25,000	25,000	4.76%	-
Total Public Shareholding (B)=(B)(1)+ (B)(2) C. Shares held by Custodian for GDRs &	25,000	25,000	4.76%	25,000	25,000	4.76%	-
ADRs							
Grand Total (A+B+C)	5,25,000	5,25,000	100.00%	5,25,000	5,25,000	100.00%	_

B) Shareholding of Promoter-

		Shareholding at the beginning of the year			Sharehol year	end of the	% change in	
SN	Shareholder's Name	No. of Shares	% of total Shares of the company	%of Shares Pledged / encumbere d to total shares	No. of Shares	% of total Shares of the company	%of Shares Pledged / encumber ed to total shares	shareholdin g during the year
1	Mukti Kantha Mishra	118334	22.54%	-	118334	22.54%	-	-
2	Shashikanth Tewary	163333	31.11%	-	163333	31.11%		-
3	Supriya Patanaik	50000	9.52%		50000	9.52%		
4	DN Rao	168333	32.07 %	-	168333	32.07 %	-	-

C) Change in Promoters' Shareholding (please specify, if there is no change)

				Shareholding at the beginning of the year		Cumulative Shareholding during the year	
SNO	Particulars	Date	Reason	No. of shares	% of total shares	No. of shares	% of total shares
1	Mukti Kantha Mishra						
	At the beginning of the year			1,18,334	22.54%	1,18,334	22.54%
	Changes during the year	No Change		2	0.00%		
	At the end of the year			1,18,334	22.54%	1,18,334	22.54%

					Shareholding at the beginning of the year		Cumulative Shareholding during the year	
SNO	Particulars	Date	Reason	No. of shares	% of total shares	No. of shares	% of total shares	
2	Shashikanth Tewary							
	At the beginning of the year			1,63,333	31.11%	1,63,333	31.11%	
	Changes during the year	No Change		-	0.00%			
	At the end of the year			1,63,333	31.11%	1,63,333	31.11%	

					Shareholding at the beginning of the year		Cumulative Shareholding during the year	
SNO	Particulars	Date	Reason	No. of shares	% of total shares	No. of shares	% of total shares	
3	Supriya Pattanayak							
	At the beginning of the year			50,000	9.52%	50,000	9.52%	
	Changes during the year	No Change			0.00%			
	At the end of the year			50,000	9.52%	50,000	9.52%	

				Shareholding at the beginning of the year		Cumulative Shareholding during the year	
SNO	Particulars	Date	Reason	No. of shares	% of total shares	No. of shares	% of total shares
4	D.N. Rao						
	At the beginning of the year			1,68,333	32.06%	1,68,333	32.06%
	Changes during the year	No Change		-	0.00%		
	At the end of the year			1,68,333	32.06%	1,68,333	32.06%

D) Shareholding Pattern of top ten Shareholders: (Other than Directors, Promoters and Holders of GDRs and ADRs):

	For each of the Top 10		Shareholding at the beginning of the year			Cumulative Shareholding during the year	
SNO	shareholders	Date	Reason	No. of shares	% of total shares	No. of shares	% of total shares
1	Durga Madhab Baliarsingh						
	At the beginning of the year			25,000	4.76%	25,000	4.76%
	Changes during the year	No Change					
	At the end of the year			25,000	4.76%	25,000	4.76%

E) Shareholding of Directors and Key Managerial Personnel:

	Shareholding of each			Shareholding beginning of t		Cumulative Shareholding during the year		
SNO	Directors and each Key Managerial Personnel	Date	Reason	No. of shares	% of total shares	No. of shares	% of total shares	
1	Shashikanth Tewary							
	At the beginning of the year			1,63,333	31.11%	1,63,333	31.11%	
	Changes during the year	No Change						
	At the end of the year			1,63,333	31.11%	1,63,333	31.11%	
2	D.N. Rao							
	At the beginning of the year			1,68,333	32.06%	1,68,333	32.06%	
	Changes during the year	No Change						
	At the end of the year			1,68,333	32.06%	1,68,333	32.06%	

$\label{eq:V} \textbf{INDEBTEDNESS} \textbf{ -} Indebtedness of the Company including interest outstanding/accrued but not due for payment.}$

Particulars	Secured Loans excluding deposits	Unsecured Loans	Deposits	Total Indebtedness
Inde	btedness at the beginning	of the financial year	r	
i) Principal Amount	-	1,78,57,794		1,78,57,794
ii) Interest due but not paid	-	-	-	14
iii) Interest accrued but not due	-	74	-	<u> </u>
Total (i+ii+iii)	-	1,78,57,794		1,78,57,794
Cha	nge in Indebtedness durin	ng the financial year		
* Addition	-	34,92,133	-	34,92,133
* Reduction	-	-	-	-
Net Change		34,92,133	-	34,92,133
In	debtedness at the end of	the financial year		
i) Principal Amount	-	2,13,49,927	-	2,13,49,927
ii) Interest due but not paid		-	-	2
iii) Interest accrued but not due	-	-	-	-
Total (i+ii+iii)	-	2,13,49,927	-	2,13,49,927

VI. REMUNERATION OF DIRECTORS AND KEY MANAGERIAL PERSONNEL-

A. Remuneration to Managing Director, Whole-time Directors and/or Manager:

SN.	Particulars of Remuneration	Name of MD/WTD/ Manager	
			Total
1	Gross salary		
	(a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961		
	(b) Value of perquisites u/s 17(2) Income-tax Act, 1961		
	(c) Profits in lieu of salary under section 17(3) Income- tax Act, 1961		
2	Stock Option		
3	Sweat Equity	Not Applicable	
4	Commission - as % of profit - others, specify		
5	Others, please specify(TDS)		
	Total (A)		
	Ceiling as per the Act		

B. Remuneration to other directors

SN.	Particulars of Remuneration	Name of Directors	Total Amount
1	Independent Directors		
	Fee for attending board committee meetings		
	Commission		
	Others, please specify		
	Total (1)		
2	Other Non-Executive Directors		
	Fee for attending board committee meetings	NIL	
	Commission		
	Others, please specify		
	Total (2)		
	Total (B)=(1+2)		
	Total Managerial		
	Remuneration		
	Overall Ceiling as per the Act		

C. REMUNERATION TO KEY MANAGERIAL PERSONNEL OTHER THAN $\mbox{\sc MD/MANAGER/WTD}$

SN	Particulars of Remuneration	Key Managerial Personnel			
		CEO	CS	CFO	Total
1	Gross salary				
	(a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961				
	(b) Value of perquisites u/s 17(2) Income-tax Act, 1961				
	(c) Profits in lieu of salary under section 17(3) Income-tax Act, 1961		N	IL	
2	Stock Option				
3	Sweat Equity				
4	Commission				
	- as % of profit				
	Others, specify				
5	Others, please specify				
	Total				

VII. PENALTIES / PUNISHMENT/ COMPOUNDING OF OFFENCES:

Туре	Section of the Companies Act	Brief Description	Details of Penalty / Punishment/ Compounding fees imposed	Authority [RD / NCLT/ COURT]	Appeal made, if any (give Details)
A. COMPANY		1			
Penalty					
Punishment	7		NIL		
Compounding	+		NIL		
B. DIRECTOR	S				
Penalty					
Punishment			NIL		
Compounding			IVIL		
C. OTHER OF	FICERS IN DEF	AULT			
Penalty					
Punishment			NIII		
Compounding	NIL				

For GRAM TARANG FOODS PRIVATE LIMITED

Supriya Pattanayak

Director (DIN: 07122926)

D.N.Rao

Director(DIN: 00939956)

CIN: (U15549AP2009PTC064398)

Balance sheet as at March 31, 2020

Particulars	Notes	(Amount	in Rs.)
	Tiotes	31-Mar-20	31-Mar-19
I. EQUITY AND LIABILITIES			
(1) Shareholder's Funds			
(a) Share Capital	1	5,250,000	5,250,000
(b) Reserves & Surplus	2	(10,649,966)	(10,855,17
(2) Non-Current Liabilities			
(a) Long Term Borrowings	3	21,349,927	17,857,79
(3) Current Liabilities			
(a) Short Term Borrowings	4	3,979,996	
(b) Trade Payables	5	1,841,853	4,154,310
(c) Other current liabilities	6	11,015,709	13,432,285
(d) Short Term Provisions	7	49,558	119,170
Tota	1	32,837,078	29,958,398
II.ASSETS			
(1) Non-current assets			
(a) Property, Plant and Equipment			
(i) Tangible assets	8	13,373,630	15,797,808
(ii) Intangible Assets		285,782	395,878
		13,659,412	16,193,687
(b) Deferred tax assets (net)	9	280,261	230,916
(c) Long term loans and advances	10	922,166	922,166
(2) Current assets			
(a) Inventories		11,096,697	6,129,620
(b) Trade receivables	12	4,039,048	4,567,488
(c) Cash and cash equivalents	13	2,105,614	1,380,850
(d) Short term Loans and Advances	14	733,879	533,671
Total		32,837,078	29,958,397
ignificant Accounting Policies and Other Notes forming part of	24-26		

As Per our report of even date.

For SPC & Associates Chartered Accountants.

FRN: 005685S

CA Shravan Kumar Reddy

Partner

MRN: 240014

UDIN: 21240014AAAAAB6237

For and on behalf of the Board of Directors GRAM TARANG FOODS PRIVATE LIMITED

Supriva Pattanavak

Director

DIN: 07122926

D.N.Rao

Director

DIN: 00939956

Place: Vishakhapatnam Date: 25-11-2020

CIN: (U15549AP2009PTC064398)

Statement of Profit and Loss Account for the FY 2019-20

Particulars	Notes	(Amount	in Rs.)
and a supplier of the supplier	11010	31-Mar-20	31-Mar-19
I. Revenue from operations	15	15.052.255	12 105 1
II. Other Income	16	15,053,355	13,425,144
III. Total Revenue (I +II)	10	1,597,466	2,805,666
IV. Expenses:		16,650,821	16,230,810
Cost of materials consumed			
Cost of materials consumed	17	6,461,708	7,678,953
Changes in inventories of finished goods, work-in-progress and Stock-in-Trade	18	(912,158)	(1,736,114
Employee Benefit expense	19	2,619,811	1,521,421
Financial Costs	20	16,839	494,544
Depreciation and Amortization expense	21	2,628,784	3,179,758
Other expenses	22	5,651,167	3,436,106
Total Expenses		16,466,151	14,574,668
V. Profit before exceptional and extraordinary items and tax			
The service exceptional and extraordinary terms and tax	(III - IV)	184,670	1,656,142
VI. Exceptional Items		-	-
VII. Profit before Prior Period items and tax (V - VI)	-	184,670	1,656,142
VIII. Prior Period Expenses	-		-
IX. Profit before tax (VII - VIII)	-	401.550	
	-	184,670	1,656,142
X. Tax expense:			
(1) Current tax		28,808	98,426
(2) Deferred tax		(49,345)	
(3) MAT Credit		(42,543)	(86,422)
VI Profit (Loss) from the main I for		(20,537)	12,004
XI. Profit(Loss) from the period from continuing operations	(IX-X)	205,207	1,644,139
XII. Profit/(Loss) from discontinuing operations			
XIII. Tax expense of discounting operations			
XIV. Profit/(Loss) from Discontinuing operations (after tax) (XII - XIII)			
XV. Profit/(Loss) for the period (XI + XIV)		205,207	1,644,139
XVI. Earning per equity share:			
(1) Basic			150000
(2) Diluted	23	0	3.13
Significant Accounting Policies and Other Notes forming part of Financial Statement	24-26	U	3.13

As Per our report of even date.

For SPC & Associates

Chartered Accountants.

FRN: 005685S

CA Shravan Kumar Reddy

Partner

MRN: 240014

UDIN: 21240014AAAAAB6237

For and on behalf of the Board of Directors GRAM TARANG FOODS PRIVATE LIMITED

Supriya Pattanayak
Director
DIN: 07122926

D.N.Rao

Director DIN: 00939956

Place: Vishakhapatnam

Date: 25-11-2020

Note: 1 Share Capital

	orized, Issued and Paid up Capital	(Amount in Rs.)		
S No	Particulars	31-Mar-20	31-Mar-19	
1	AUTHORIZED CAPITAL			
	(10,00,000 Equity shares of Rs.10/- Each)	1,000,000	1,000,000	
		1,000,000	1,000,000	
2	ISSUED, SUBSCRIBED & PAID UP			
2	CAPITAL			
	(5,25,000 Equity shares of Rs.10/- Each)	5,250,000	5,250,000	
	Total	5,250,000	5,250,000	

b) Reconciliation of the number of shares and amount outstanding at the beginning and at the end of the period:

		Equity Shares			
S No	Particulars	31-Mar-20		31-M	lar-19
		No. of Shares	Amount in Rs.	No. of Shares	Amount in Rs.
1	Opening Balance	525,000	5,250,000	525,000	5,250,000
2	Add: Issued during the Year	-	-	-	5,250,000
3	Less: Share bought back during the Year	-	_	-	
4	Closing Balance	525,000.00	5,250,000.00	525,000	5,250,000

c) The rights, preferences and restrictions attaching to each class of shares including restrictions on the distribution of dividends and the repayment of capital;

The company has one class of equity shares having a par value of Rs.10/share. Each shareholder is eligible for one vote per share held. The dividend, if any, proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting. In the event of liquidation, the equity shareholders are eligible to receive the remaining assets of the Company after distribution of all preferential amounts, in proportion to their

d) Details of Shares held by each shareholder holding more than 5% shares

0.31	Name of the Share Holder	Class of	As at 31st M	March 2020	As at 31st March 2019	
S No		Share	INO. Of Shares	Percentage of Holding	No. of Shares	Percentage of Holding
1	Mukti Kanta Mishra	Equity Shares fully paid up	118,334	22.54%	118,334	22.54%
2	DN Rao	Equity Shares fully paid up	168,333	32.07%	168,333	32.07%
3	Shashikanth Tewary	Equity Shares fully paid up	163,333	31.11%	163,333	31.11%
4	Supriya Patanaik	Equity Shares fully paid up	50,000	9.52%	50,000	9.52%

Note: 2 Reserves and surplus

Amount in Rs.

S No	Particulars	31-Mar-20	31-Mar-19
I	Securities Premium		
1	Premium on issue of shares	2,250,000	2,250,000
	Total (A)	2,250,000	2,250,000
П	Surplus		
1	Opening Balance	(13,105,172)	(14,749,311)
	Add: Profit /(Loss) for the year	205,207	1,644,139
2	Less: Depreciation written off	-	
		(12,899,966)	(13,105,172
	Total	(10,649,966)	(10,855,172

Note: 3 Long Term Borrowings

Amount in Rs.

S No	Particulars	31-Mar-20	31-Mar-19
1	Unsecured Loans		-
	Loans from Directors and relatives	9,595,231	6,103,098
2	Inter-Corporate Loans	10,254,696	10,254,696
3	GTIDS	1,500,000	1,500,000
	Total	21,349,927	17,857,794

Note: 4 Shot Term Borrowings

Amount in Rs.

S No	Particulars	31-Mar-20	31-Mar-19
1	Bank Overdraft		
	OBC Bank CC A/C	3,979,996	
	Total	3,979,996	-

Note: 5 Trade Payables

Amount in Rs.

S No	Particulars	31-Mar-20	31-Mar-19
1	Sundry Creditors	1,841,853	4,154,316
	Total	1,841,853	4,154,316

Note: 6 Other Current Liabilities

Amount in Rs.

S No	Particulars	31-Mar-20	31-Mar-19
1	GST Payable	4,492	209,214
2	TDS Payable	1,386	8,486
3	Advances	2,475,050	2,475,050
4	Rent Received in Advance	6,488,426	7,794,092
5	Advance from Customers		2,800,400
6	Salary Payable	1,388,890	101,780
7	Other Payables	656,404	12
8	Telephone Charges Payable	1,060	2,165
9	Electricity charges payable	-	41,098
	Total	11,015,709	13,432,285

Note: 7 Short Term Provisions

Amount in Rs.

S No	Particulars	31-Mar-20	31-Mar-19
1	Provision for Income Tax	28,808	98,426
2	Provision for Audit Fee	18,250	18,250
3	Professional Tax Payable	2,500	2,500
	Total	49,558	119,176

			Gross	Gross Block			Depreciation	siation		Net Block	lock
S. No	Description	Opening Block as on 01.04.2019	Additions during the Year	Deduction during the Year	Closing Block as on 31.03.2020	Accumulated Depreciation up to 31.03.2019	For the Year 2019-20	Withdrawn during the Year	Accumulated Depreciation up to 31.03.2020	Written Down value as on 31.03,2020	Written Down value as on 31.03.2019
-	Tangible Assets (A) Owned Assets										
	Land	255,289		٠	255,289	,			,	255,289	255,289
7 6	Building	9,236,037		,	9,236,037	5,123,967	391,185		5,515,152	3,720,884	4,112,069
0	Plant and Machinery	38,058,866	the fall	,	38,141,250	26,673,325	2,107,816	1	28,781,141	9,360,109	11,385,541
4 1	Office Equipment	122,182	12,126	,	134,308	77,712	19,606	0	97,318	36,989	44,470
0	Computers & Laptops	72,939		,	72,939	72,500	81		72,581	358	
	SUB TOTAL (A)	47,745,313	94,510		47,839,822	31,947,504	2,518,688		34,466,192	13,373,630	15,797,808
п	Intangible Assets										
	Technical Knowhow	2,286,863			2,286,863	1,890,985	110,096		2,001,081	285,782	395,878
	SUB TOTAL (B)	2,286,863			2,286,863	1,890,985	110,096		2.001.081	285.782	395 878
	Total [A+B]	50,032,176	94,510	1	50,126,685	33,838,489	2,628,784	,	36,467,273	13,659,412	16.193.687

Note: 9 Deferred Tax Asset

Amount in Rs.

s. No	Particulars	31-Mar-20	31-Mar-19
1	Opening Balance	230,916	144,494
1070	Add: Current year Deferred Tax	49,345	86,422
	Total	280,261	230,916

Disclosures:

In accordance with the Accounting Standard (AS-22) on "Accounting for Taxes on Income" issued by the Institute of Chartered Accountants of India, the Company has created deferred tax liability arising out of the timing differences between taxable and book profits. The particulars of deferred tax assets and liabilities are as

Note: 10 Long Term Loans and Advances

Amount in Rs.

S. No	Particulars	31-Mar-20	31-Mar-19
1	Security Deposit Deposit - Sales TAX Dept Security Deposit - Ramsatya Agencies Security Deposit (Electricals)	15,000.00 243,365.00 50,000.00	15,000.00 50,000.00 243,365.00
2	MAT Credit Entitlement	613,801	613,801 922,166
	Total	922,166	922,16

Note: 11 Inventories

Amount in Rs.

S. No	0	31-Mar-20	31-Mar-19
1 2	Inventories Raw Material Stock in Trade	4,578,005	523,087
2	Finished Goods	6,518,691	5,606,533
	Total	11,096,697	6,129,620

Note: 12 Trade Receivables

Amount in Rs.

S. No	Particulars	31-Mar-20	31-Mar-19
1	Outstanding for more than six months a) Secured, Considered Good: b) Unsecured, Considered Good: c) Doubtful	2,033,087	1,369,516
2	Other receivables a) Secured, Considered Good: b) Unsecured, Considered Good: c) Doubtful	2,005,961	3,197,972
1	Total	4,039,048	4,567,488

Note: 13 Cash and Cash Equivalents

Amount in Rs.

S. No	Particulars	31-Mar-20	31-Mar-19
1	Balances with Banks With Andhra Bank A/c No. 043811100000186 With Andhra Bank -107411100000964 (Vizag)	2,063,736 4,912	1,370,269 4,912
2	Cash on Hand	36,967	5,669
	Total	2,105,614	1,380,850

Note: 14 Short Term Loans and Advances

Amount in Rs.

Note:	14 Short Term Loans and Advances		Thinount in the
S. No	Particulars	31-Mar-20	31-Mar-19
1	GST Input		75,071
2	Prepaid Insurance	269,796	111,152
3	Staff Advances	137,480	2
4	TDS Receivable	7,802	28,647
5	Income Tax Refund Due for AY 2017-18	318,801	318,801
	Total	733,879	533,671

Note: 15 Revenue from Operations A	mount in Rs.
------------------------------------	--------------

S. No	Particulars	31-Mar-20	31-Mar-19
1	Sale of Products	15,053,355	13,209,019
2	Plant processing charges		216,125
	Total	15,053,355	13,425,144

Note: 16 Other Income Amount in Rs.

S. No	Particulars	31-Mar-20	31-Mar-19
1	Rental Income	1,305,666	2,805,666
2	Foundation Seeds	285,401	-
3	Other Income	6,399	
	Total	1,597,466	2,805,666

Note: 17 Cost of Material Consumed Amount in Rs.

S. No	Particulars	31-Mar-20	31-Mar-19
1	Opening Stock	523,087	476,543
2	Add: Purchases	10,217,267	5,259,424
3	Add: Direct Expenses	299,360	2,466,072
		11,039,714	8,202,039
4	Less: Closing Stocks	4,578,005	523,087
	Total	6,461,708	7,678,953

Note: 18 Changes in Inventory

▲ 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000		-
Amount	111	H.C

S. No	Particulars	31-Mar-20	31-Mar-19
1	Inventories at the end of the Year Finished Goods	6,518,691	5,606,533
2	Total Less: Inventories at the beginning of the Year	6,518,691	5,606,533
2	Finished Goods	5,606,533	3,870,419
	Total	5,606,533	3,870,419
	Net Increase/(Decrease)	912,158	1,736,114

Note: 19 Employee Benefit Expenses

Amount	in	Rs.
--------	----	-----

S. No	Particulars	31-Mar-20	31-Mar-19
1	Salaries & Allowance	2,531,992	1,313,042
2	Incentives	87,819	208,379
	Total	2,619,811	1,521,421

Note: 20 Finance Cost

Amount in Rs.

INOIC.	20 I mance cost		Amount in Ks
S. No	Particulars	31-Mar-20	31-Mar-19
1	Interest on Term loan	-	485,694
2	Interest on CC	-	1/ -
3	Processing Charges	16,839	700
4	Inspection Charges (Plant)-Andhra Bank	-	8,850
	Total	16,839	494,544

Note: 21 Depreciation & Amortization Expenses

Amount		D-
Amount	m	IXS.

S. No	Particulars	31-Mar-20	31-Mar-19
1	Depreciation	2,628,784	3,179,758
	Total	2,628,784	3,179,758

Note: 22 Other Administrative Expenses

Amount in Rs.

S. No	Particulars	31-Mar-20	31-Mar-19
1	Advertisement	65,000	4,800
2	Audit Fees	50,000	50,000
3	Bank Charges	9,313	5,705
4	Commission	1,157,465	670,880
5	Consultancy Fees	138,040	95,803
6	Consumables for plant	32,824	100,303
7	Electricity Charges	504,805	814,156
8	Fees and membership	86,300	106,100
9	Food Expenses	45,329	33,161
10	Inspection Charges (Electrical)	27,600	-
11	Insurance	54,957	117,159
12	Interest on Income Tax	10,864	-
13	Interest on TDS	7,109	6,001
14	Laboratory Test Charges	234,558	72,513
15	Lodging & Boarding and Travelling	34,809	92,580
16	Marketing Expense	14,400	40,500
17	Office Expenses	153,652	32,709
18	Pooja & Festival Exp.	13,639	13,299
19	Postage & Courier Charges	32,093	33,554
20	Printing and Stationery	62,303	87,522
21	Processing Fee (Job Work) Exp.	69,295	236,180
22	Professional Charges	18,600	26,950
23	Professional Tax	2,500	2,500
24	Rent & Rates and Taxs	244,765	14,348
25	Repairs & Maintance	620,738	566,234
26	Telephone Expenses	25,596	18,774
27	Toll Gate Fee	6,415	9,945
28	Training Expense	24,000	6,000
29	Transportation Charges	1,033,120	-
30	Travel and Conveyance	776,241	93,005
31	Vehicle Hire Charges	38,450	59,696
32	Vehicle Maintance	56,389	25,730
	Total	5,651,167.33	3,436,106.34

Payments to Auditors

Amount in Rs.

S. No	Particulars	31-Mar-20	31-Mar-19
1	As auditor		
	Statutory audit Fees	50,000	30,000
	Tax Audit Fees		10,000
	Total	50,000	30,000

Other notes forming part of Financial Statements

Note: 23 Earnings Per Share

Amount in Rs.

S. No	Particulars	31-Mar-20	31-Mar-19
1	Net Profit for the year	205,207	1,644,139
2	Net Profit for the year attributable to the equity share holders (A)	205,207	1,644,139
3	Total Number of Shares(B)	525,000	525,000
4	Weighted Average Number of Equity Shares (C)	525,000	525,000
5	Par Value of Share	10	10
6	Earnings Per Share – Basic (A)/(B)	0.39	3.13
7	Diluted Earnings Per Share	Rs. 0.39	Rs. 3.13

Note: 24 Related Party Disclosure

As per the Accounting Standard-18 on 'Related party disclosures' as notified by the Companies (accounting Standards) Rules-2006 the related parties of the company are as follows.

1 Transactions with related parties

Particulars	Amour	nt in `
Particulars	31-Mar-20	31-Mar-19
Loan from Directors	3,545,231	3,103,098
Unsecured Loan from Gram Tarang SelfHelp Co-Operative so	10,254,696	10,254,696
A 00	7/	1/0

Other notes forming part of Financial Statements

Disclosure required under Section 22 of the Micro, Small and Medium Enterprises Development Act, 2006 Note: 25

Particulars	31-Mar-20	31-Mar-19
(i) Principal amount remaining unpaid to any supplier as at the end of the accounting year		
(ii) Interest due thereon remaining unpaid to any supplier as at the end of the accounting year		NIL
(iii) The amount of interest paid along with the amounts		
of the payment made to the supplier beyond the appointed day	SIII	
(iv) The amount of interest due and payable for the year	NIL	
(v) The amount of interest accrued and remaining unpaid at the end of the accounting year		
(vi) The amount of further interest due and payable even in the succeeding year, until such date when the interest dues as above are actually paid		

For SPC & Associates Chartered Accountants.

FRN: 005685S

CA Shravan Kumar Reddy

Partner MRN: 240014

UDIN: 21240014AAAAAB6237

Place: Vishakhapatnam

Date: 25-11-2020

For and on behalf of the Board of Directors GRAM TARANG FOODS PRIVATE LIMITED

Supriya Pattanayak
Director
DIN: 07122926

D.N.Rao
Director
DIN: 000000

DIN: 00939956

(Corporate Identity Number: U15549AP2009PTC064398) Regd. Office: B-107, KSR Pleasant Valley, Madhavadhara, Visakhapatnam - 530018 Email Id: shashikant.tewary@gramtarangfoods.in, Ph: 9937002580

LIST OF SHAREHOLDERS

[As on 31st March, 2020]

Sl.No	Name	Address	No. of Equity shares	Share holding %
1.	Mukti Kanta Mishra	Plot No - 1580/1989,Near Bhaktamadhu Sikhya Kendra, Bhaktamadhu Nagar, Bhubaneswar, Orissa - 751030	1,18,334	22.54
2.	Rao Narasimha Dechiraju	Block C, 206, KSR Green Valley, Madhava Dhara, Visakhapatnam - 530018	1,68,333	32.07
3.	Shashikant Tewary	C-21,Kendriya Vihar, Sector-51, Noida, Uttar Pradesh - 201307	1,63,333	31.11
4.	Supriya Patnayak	Plot No- 1580/1989,Near Bhaktamadhu Sikhya Kendra, Bhaktamadhu Nagar, Bhubaneswar, Orissa - 751030	50,000	9.52
5.	Durga Madhab Baliarsingh	Bikashnagar, PS-Jatani, District- Khurda - 752050	25,000	4.76
Total			5,25,000	100%

For Gram Tarang Foods Private Limited

Supriya Pattanayak
Director
DIN: 07122926

D.N.Rao

Director

DIN: 00939956

(Corporate Identity Number: U15549AP2009PTC064398)

Regd. Office: B-107, KSR Pleasant Valley, Madhavadhara, Visakhapatnam – 530018

Email Id: shashikant.tewary@gramtarangfoods.in, Ph: 9937002580

Date: 10th September, 2020

To SPC & Associates, Chartered Accountants, Plot No #252A, 2nd Floor, MLA Colony, Lotus Pond Road, Road #12, Banjara Hills, Hyderabad.

Dear Sirs,

FINANCIAL STATEMENTS FOR THE PERIOD ENDED 31st MARCH, 2020

This representation letter is provided in connection with your audit of the financial statements of Gram Tarang Foods Private Limited for the year ended 31st March, 2020, for the purpose of expressing an opinion as to whether the financial statements give a true and fair view of the financial position of Gram Tarang Foods Private Limited as of 31st March, 2020, and of the results of its operations for the year then ended in accordance with the Companies Act, 2013 and Generally Accepted Accounting Practices in India.

We acknowledge our responsibility for the fair presentation of the financial statements in accordance with the Companies Act, 2013 and Generally Accepted Accounting Practices in India.

We confirm to the best of our knowledge and belief, the following representations:

- We acknowledge our responsibilities for the design, implementation, and operation of accounting and internal control systems that are designed to prevent and detect fraud and error.
- Following our assessment of the risk that the financial statements may be materially misstated as a result of fraud, we are not aware of any significant facts relating to any frauds or suspected frauds or irregularities known that have involved (i) Management; (ii) Employees who have significant roles in internal control; or (iii) Others where the fraud could have a material effect on the financial statements; and, of any allegations of fraud, or suspected fraud, affecting the financial statements that have been communicated to us by employees, former employees, analysts, regulators and others.
- We have made available to you all books of account and supporting documentation and all
 minutes of meetings of shareholders and the board of directors.

(Corporate Identity Number: U15549AP2009PTC064398)

Regd. Office: B-107, KSR Pleasant Valley, Madhavadhara, Visakhapatnam – 530018

Email Id: shashikant.tewary@gramtarangfoods.in, Ph: 9937002580

- We confirm the completeness of the information provided regarding the identification of related parties. Related party transactions are conducted on terms substantially equivalent to those that prevail in an arm's length transaction except for the loans taken.
- The related party loans have been taken for aiding the business activities and hence they were granted without any interest.
- We are aware of the observations you made, qualifications reported and notes attached to the accounts. We assure you that all necessary steps will be taken by the management to follow the best practices, implement the suggestions made and comply with those rules and regulations which could not be done during the year.
- We accept that the Company has transferred the share application money pending allotment to loan from directors. We are also aware of the fact that the Company's borrowings are more than the net worth of the Company.
- The Company is not covered under any of the labour laws as of now but it shall be responsible
 to deposit the statutory contributions once it is covered under the Acts.
- We accept that the company is not paying PT for the company, we will pay the amount in the current year.
- The Company has complied with all aspects of contractual agreements that could have a material
 effect on the financial statements in the event of non-compliance. There has been no noncompliance with requirements of regulatory authorities that could have a material effect on the
 financial statements in the event of non-compliance.
- The following have been properly recorded and when appropriate, adequately disclosed in the financial statements:
 - (a) The identity of, and balances and transactions with, related parties.
 - (b) All litigation, claims or possible claims and estimates thereof.
- We have no plans to abandon lines of product or other plans or intentions that will result in any
 excess or obsolete inventory, and no inventory is stated at an amount in excess of net realisable
 value.
- The Company has satisfactory title to all assets and there are no liens or encumbrances on the Company's assets.
- We have recorded or disclosed, as appropriate, all liabilities both actual and contingent, and have disclosed in the notes to the financial statements all guarantees that we have given to third parties, if any.

(Corporate Identity Number: U15549AP2009PTC064398) Regd. Office: B-107, KSR Pleasant Valley, Madhavadhara, Visakhapatnam - 530018 Email Id: shashikant.tewary@gramtarangfoods.in, Ph: 9937002580

- Events subsequent to period end which require adjustment of or disclosure in the financial statements or notes thereto are as disclosed in the financial statements.
- We have assessed future action relating to continuing operations and confirm that there are no events or conditions that have been identified, indicating that the Company will not be a going concern.
- The management hereby confirms that none of the directors is disqualified as on March 31, 2020, from being appointed as a director in terms of sub-section (2) of Section 164 of the Companies Act, 2013.

Yours faithfully

Gram Tarang Foods Private Limited Tolow

D.N.Rao Director

DIN: 00939956

NOTES TO ACCOUNTS

NOTE: 26

SIGNIFICANT ACCOUNTING POLICIES:

A. Basis of Accounting

The accounts of the company are prepared & maintained consistently on accrual basis and under the historic cost convention and in accordance with the generally accepted accounting principles in India and in compliance with the applicable Accounting Standards issued by the Institute of Chartered Accountants of India as per Section 133 and relevant provisions of the Companies Act, 2013, except otherwise stated.

All assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in the Schedule III to the Companies Act, 2013.

B. Fixed Assets

Fixed Assets are stated at cost (cost includes acquisition cost, freight, installation cost, finance cost, duties and taxes and other incidental expenses incurred during the construction/installation).

C. Depreciation

Depreciation on Fixed Assets is provided on the Written Down Value Method, as per the useful life of the assets given in the Schedule II to the Companies Act, 2013; and in the opinion of the management these rates reflect the estimated useful life of those assets. The Company estimates the scrap value of the assets to be 5% of the cost.

D. Revenue Recognition

Income is accounted for on the basis of products sold and billed to customers.

E. Earnings per share:

Basic earnings per share is computed by dividing the profit/ (loss) after tax (including the post-tax effect of extraordinary items, if any) by the weighted average number of equity shares outstanding during the year.

F. Provisions and Contingencies

A provision is recognized when the Company has a present obligation as a result of past events and it is probable that an outflow of resources will be required to settle the obligation in respect of which a reliable estimate can be made. Provisions are not discounted to their present value and are determined based on the best estimate required to settle the obligation at the Balance Sheet date. These are reviewed at each Balance Sheet date and adjusted to reflect the current best estimates. Contingent liabilities are disclosed in the Notes.

G. Income Tax

The Company provides for and determines the current tax as the amount of tax payable in respect of the total income for the period. The Company recognizes and provides for the deferred tax on timing differences between total income and accounting income subject to the concept of prudence.

H. Cash and Cash equivalents

Cash comprises cash on hand and demand deposits with banks. Cash equivalents are short-term balances (with an original maturity of three months or less from the date of acquisition), highly liquid investments that are readily convertible into known amounts of cash and which are subject to insignificant risk of changes in value.

For SPC&Associates
Chartered Accountants

FRN: 005685S

for and on behalf of Board of Directors
GRAM TARANG FOODS PRIVATE LIMITED

CA Shravan kumar Reddy

Partner

MRN: 241004

UDIN: 21240014AAAAAB6237

Supriya Pattanayak

Managing Director

(DIN: 07122926)

D.N.Rao

Director

(DIN: 00939956)

Date: 25-11-2020

Place: Vishakhapatnam



CENTRAL TOOL ROOM & TRAINING CENTRE

(A Government of India Society, Ministry of MSME)

B-36, CHANDKA INDUSTRIAL AREA, BHUBANESWAR - 751 024, ODISHA Phone : Direct (0674) 3011710 (Purchase)

Fax: 91-674-2743061, Email: cttc@cttc.gov.in, Website: www.cttcbbsr.co.in



OHSAS-18001 ISO-29990

M/s Gram Tarang Employability Training Services Private Limited J.I.T.M Campus, Aluri Nagar, R.Sitapur

Paralakhemundi - 761211

Ph No: +91 891 6587657, 09437619974

Purchase/Work Order No.: -

1803104

23.01.2019

Our Tender Enquiry No As per Committee Approval

Date :-

Your Ref. No .:-

01.01.2019

Date:-

Nil Nil

Indentor :-

KVK

The undersigned is pleased to order the followings/accepts your tender mentioned above for supplies/services as detailed in the schedule below subject to terms and conditions mentioned under and over leaf herewith.

Articles/Services to be supplied	Quantity	Unit	Unit Pric	A	Amount	t
	Guarnity	Oint	Rs.	P.	Rs.	P.
Machining of components as per enclosed annexure	-I				673359.53	
Material shall be supplied by CTTC BBSR.						
Other terms & condition as per enclosed Annex-I & at Criteria of Acceptance:	ached Che	cklist	for the suppl	lier.	•	
Approval of Sample & CTTC Inspection Report.					V V	
OUR GST No: 21AAABC0056G1ZI			,			
As per GST rule two copies of invoice is to be furni	hed for r	lease	of payment.			
	Material shall be supplied by CTTC BBSR. Other terms & condition as per enclosed Annex-I & at Criteria of Acceptance: Approval of Sample & CTTC Inspection Report. OUR GST No: 21AAABC0056G1ZI	Material shall be supplied by CTTC BBSR. Other terms & condition as per enclosed Annex-I & at ached Che Criteria of Acceptance: Approval of Sample & CTTC Inspection Report. OUR GST No: 21AAABC0056G1ZI	Material shall be supplied by CTTC BBSR. Other terms & condition as per enclosed Annex-I & at ached Checklist Criteria of Acceptance: Approval of Sample & CTTC Inspection Report. OUR GST No: 21AAABC0056G1ZI	Material shall be supplied by CTTC BBSR. Other terms & condition as per enclosed Annex-I & at ached Checklist for the supplication of Acceptance: Approval of Sample & CTTC Inspection Report. OUR GST No: 21AAABC0056G1ZI	Machining of components as per enclosed annexure-I Material shall be supplied by CTTC BBSR. Other terms & condition as per enclosed Annex-I & at ached Checklist for the supplier. Criteria of Acceptance: Approval of Sample & CTTC Inspection Report.	Material shall be supplied by CTTC BBSR. Other terms & condition as per enclosed Annex-I & at ached Checklist for the supplier. Criteria of Acceptance: Approval of Sample & CTTC Inspection Report. OUR GST No: 21AAABC0056G1ZI

Total in Words:

· (Rupees six lakhs seventy three thousand three hundred sixty)

673359.53

TERMS & CONDITIONS

1. Sales Tax:

nil

2. Excise Duty:

3. Octroi Duty:

nil

4. Any other Taxes / Duties if any :

nil

5. Insurance:

nil

6. Packing / Forwarding:

nil

7. Mode of Transport and Charges:

8. Delivery Schedule

nil

9. Terms of Payment

Delivery - Within 30 Days of receipt of material.

Payment - Within 30 days of delivery and acceptance of its

GST: As mentioned in annexure (GST to be shown separately)

Date -

Managing Director/ Authorised Official



CENTRAL TOOL ROOM & TRAINING CENTRE

(A Government of India Society, Ministry of MSME)

B-36, CHANDKA INDUSTRIAL AREA, BHUBANESWAR - 751 024, ODISHA Phone : Direct (0674) 3011710 (Purchase)

Fax: 91-674-2743061, Email: cttc@cttc.gov.in, Website: www.cttcbbsr.co.in



ISO-9001, ISO-14001 OHSAS-18001 ISO-29990

M/s Gram Tarang Employability Training Services Provide Limited J.I.T.M Campus, Aluri Nagar, R.Sitapur

Paralakhemundi - 761211

Ph No: +91 891 6587657, 09437619974

Purchase/Work Order No.: -

1803105

23.01.2019

Our Tender Enquiry No.As per Committee Approval

Date:-Your Ref. No .:-

01.01.2019

Date:-

Nil Nil

Indentor :-

ARD

The undersigned is pleased to order the followings/accepts your tender mentioned above for supplies/services as detailed in the schedule below subject to terms and conditions mentioned under and over leaf herewith.

SI. No.	Articles/Services to be supplied	Quantity	Unit	Unit Price	Amount
140.				Rs. P.	Rs. P.
	Machining of Components		,	11	
1	Pressure Port 151510PD060 (TU/ML)	850	Nos.	569.75	484287.50
2	Clamping Ring (ADAPTOR) 120112PD090 (Milling)	26	Nos.	924.50	24037.00
3	Mounting Head 150910PD020 (TU/ML)	200	Nos.	591.25	118250.00
	M-4				
	Material shall be supplied By CTTC, Bhubaneswar				
	Other Terms & Condition as per Enclosed Annex-I & A	ttached Cl	iecklis	for the Supplier	
	Criteria of Acceptance:				
	Approval of Sample & CTTC Inspection Report.				
	OUR GST No: 21AAABC0056G1ZI				
	As per GST rule two copies of invoice is to be furnished	for releas	of pa	ment.	
				T STEEL STORE STOR	

Total in Words:

(Rupees six lakh twenty six thousand five hundred signersy: five only)

626574.50

TERMS & CONDITIONS

1. Sales Tax:

GST: Extra as applicable (GST should be shown separately)

2. Excise Duty:

nil

3. Octroi Duty:

nil

4. Any other Taxes / Duties if any :

nil

5. Insurance:

nil

6. Packing / Forwarding: 7. Mode of Transport and Charges:

nil

8. Delivery Schedule

9. Terms of Payment

Delivery: As per Mutually agreed delivery schedule.

Payment: Within 30 days of delivery & acceptance of items

Date -

Managing Director/ Authorised Official



HINDUSTAN AERONAUTICS LIMITED

ENGINE DIVISION, KORAPUT PO: SUNABEDA, DIST: KORAPUT ODISHA - 763002

INDIA

PHONE: 06853-221908

:06853-22004

E-MAIL :subcontract-ed.koraput@h

M/s

GRAM TARANG EMPLOYABILITY TRAINING SERVICES PVT

CUTM- CIT CAMPUS

RAMACHANDRAPUR, JATNI, DISTT KHURDA

BHUBANESWAR 752 050

INDIA

Fax: 0674-2352 433

Phone ; 0674-2352 667

Email: shashikant.tewary@gramtarang.in

P.O Number

: HBK/ 14G4I-1069 - 99

P.O DATE

:07/01/2015

Proj. Code

Bgt. Code:

Sup. Code **Budget Ref**

YOUR OFFER REF: Eng No.HBK/14GU-1076/1-99 dt. 11/10/2014, Offer ref: GTET/HBK/14GU-1076/1-99 Dated 06/11/2014 RTGS/CORE REF : 04951131001588

Please supply the following material(s) in accordance with the terms and conditions of contract enclosed

SI No Part No/Nomenclature

Qty/ UnitDes Unit Rate I tem Dis In INR

Unit Rate After Disc. Total In INR

Subcontract Items

As Per Enclosure, 6 Item(s)

TOTAL

144817.43

NET VALUE

INR 144,817.43

Rupees :One lakh Forty-Four Thousand Eight Hundred Seventeen and Forty-Three Paise Only

PRICES

FOR HAL SUNABEDA (P & F Chrages nil)

TAXES

Ker point no 29 of this purchase order.

PAYMENT

100% payment by RTGS/ NEFT/ CORE BANKING against proof of receipt and acceptance of the finished components/items at our works, not later than 45 days from the date of receipt of material at HAL. Bank charges to your account.

DELIVERY

Sample part of qty: 10 (maximum) with in 26 weeks from the date of receipt of raw material at your end/last written technical input, whichever is later Productionized parts within 24 weeks from the date of receipt of raw material at your end/date of acceptance of sample part by HAL. Quality Department/as per HAL written production plan/last written (echnical input, whichever is later. The date of receipt of raw-material at your end will be taken 2 weeks from the date of despatch from our works. Staggered delivery are allowed.

DESPATCH INSTRUCTION :

Refer Point No. 33 of this Purchase Order

INSURANCE

: To your account.

FINAL INSPECTION & ACCEPTANCE: At our works for quality / test by our inspector Furnish Test Certificate wherever applicable.
[NOTE NO PAYMENT EITHER DIRECT OR THROUGH BANK WILL BE MADE UNLESS TWO COPIES INVOICE RECIEVED.
BY THE SR. MANAGER(OUTG): CING) IN ADVANCE [

Yours faithfully

FOR HINDUSTAN AERONAUTICS LIMITED.

ENGINE DIVISION . KORAPUT

DY GENERAL MANAGER

UTSOURCING) स्तिजी के उपाध्याव/G.K.Upadh

सालप महाप्रकेषक बाह्य स्रोत)

General Manager DS

Registered Office: 15/1, Cubbon Road, Bangalore-560001



HINDUSTAN AERONAUTICS LIMITED

ENGINE DIVISION, KORAPUT PO: SUNABEDA, DIST: KORAPUT ODISHA - 763002 INDIA

PHONE: 06853-221908

P.O Number : HBK/ 14K4I-1062 - 99

: 28/01/2015

FAX :06853-22004

E-MAIL subcontract-ed.koraput@hal-ind

FORMAT NO : 55101

PURCHASE ORDER - OUTSOURCING

M/s.

GRAM TARANG EMPLOYABILITY TRAINING SERVICES PVT*

CUTM-CIT CAMPUS

RAMACHANDRAPUR, JATNI, DISTT.KHURDA

18

INDIA

BHUBANESWAR 752 050

INDIA

Fax: 0674-2352 433

Phone: 0674-2352 667

Email: shashikant.tewary@gramtarang.in

Proj. Code

P.O DATE

Bgt. Code:

Sup. Code

Budget Ref

YOUR OFFER REF: Eng No.HBK/14KU-1063/1-99 dt; 23/11/2014; Offer ref; GTET/HBK/14KU-1063/1 Dated 01/01/2015 RTGS/CORE REF 04951131001588

In accordance with terms and conditions of above cited lender enquiry we are pleased to place this purchase order on you. Kindly Supply the following material(s) in strict compliance to terms and conditions herein.

SI No Part No/Nomenclature

Qty/ UnitDes

Item Dis Unit Rate In INR

Unit Rate After Disc.

Total In INR

Subcontract Items As Per Enclosure, 9 Item(s)

TOTAL

47708.30

NET VALUE

In %

INR 47,708.30

Rupees: Forty-Seven Thousand Seven Hundred Eight and Thirty Paise Only

PRICES

: FOR HAL SUNABEDA (Including P & F Chrages)

TAXES

: Ref point no 29 of this purchase order

PAYMENT

100% payment by RTGS/ NEFT/ CORE BANKING against proof of receipt and acceptance of the finished components/items at our works, not later than 45 days from the date of receipt of material at HAL. Bank charges to your account.

DELIVERY

Sample part of qty:10 (maximum) with in 26 weeks from the date of receipt of raw material at your end/last written technical input, whichever is later Productionized Parts within 24 weeks from the date of receipt of raw material at your end/date of acceptance of sample part by HAL Quality Department/as per HAL written production plan/last written technical input, whichever is later. The date of receipt of raw-material at your end will be taken 2 weeks from the date of despatch from our works. Staggered delivery are allowed.

DESPATCH INSTRUCTION: Refer Point No. 33 of this Purchase Order

INSURANCE

: To your account.

SPECIAL INSTRUCTIONS: Final acceptance of Supplied parts / Materials shall be done at our works. till is mandatory for the Vendor to submit the Inspection record sheet along with Supplied part(s) / Material(s).

2. No payment against this PO shall be processed by HAL unless 02 copies of invoice are received in advance by Sr.Manager (Outsourcing

कोत विभाग

GIVE DIVISIO

DEPA

Yours faithfully

For HINDUSTAN AERONAUTICS LIMITED.

ENGINE DIVISION - KORAPUT

जी. के. उपाध्याय/G.K.Upadhyay

Dy. General Manager(OS)

चप सहाप्रबंधक(बाह्य स्त्रोत)

Please expedite Acceptance of the Order at the earliest

WE DIVISOR Registered Office : 15/1, Cubbon Road, Bangalore-56000



HINDUSTAN AERONAUTICS LIMITED

ENGINE DIVISION, KORAPUT PO: SUNABEDA, DIST: KORAPUT ODISHA - 763002 INDIA

PHONE: 06853-221908 FAX 106853-22004

E-MAIL :subcontract-ed.koraput@f

M/s

GRAM TARANG EMPLOYABILITY TRAINING SERVICES PVT

CUTM-CIT CAMPUS

RAMACHANDRAPUR, JATNI, DISTT.KHURDA

BHUBANESWAR 752 050

Fax: 0674-2352 433

Phone: 0674-2352 667

Email: shashikant.tewary@gramtarang.in

Proj. Code

Bgt. Code:

Sup. Code

Budget Ref

P.O DATE -: 20/01/2015

P.O Number : HBK/ 14G4I-1056 - 99

YOUR OFFER REF: Eng No.HBK/14GU-1061/1-99 dt. 06/08/2014, Offer ref: GTET/HBK/14GU-1061/1 Dated 04/09/2014

RTGS/CORE REF :- 04951131001588

Please supply the following material(s) in accordance with the terms and conditions of contract enclosed

Part No/Nomenclature

Qty/ UnitDes Unit Rate In INR

Item Dis

Unit Rate After Disc

In INR

Subcontract Items

As Per Enclosure, 5 Item(s

TOTAL

53630.37

NET VALUE

INR 53,630.37

Rupees : Fifty-Three Thousand Six Hundred Thirty and Thirty-Seven Paise Only

PRICES

FOR HAL SUNABEDA (including P & F Chrages)

TAXES

: Ref point no 29 of this purchase order

PAYMENT

100% payment by RTGS/ NEFT/ CORE BANKING against proof of receipt and acceptance of the finished components/items at our works, not later than 45 days from the date of receipt of material at HAL. Bank charges to your account.

DELIVERY

: Sample part of qty: 5 (maximum) with in 10 weeks from the date of receipt of raw material at your end/last written technical input, whichever is later. Bulk part within 20 weeks from the date of receipt of raw material at your end/date of acceptance of sample part by HAL Quality Department/as per HAL written production plan/last written technical input, whichever is later. The date of receipt of raw-material at your end will be taken 2 weeks from the date of despatch from our works. Staggered delivery are allowed

DESPATCH INSTRUCTION: Refer Point No. 33 of this Purchase Order

INSURANCE

: To your account.

FINAL INSPECTION & ACCEPTANCE: At our works for quality / test by our inspector Furnish Test Certificate wherever applicable.

[NOTE: NO PAYMENT EITHER DIRECT OR THROUGH BANK WILL BE MADE UNLESS TWO COPIES INVOICE RECIEVED

BY THE SR. MANAGER(OUTSOURCING) IN ADVANCE]

Yours faithfully

For HINDUSTAN AERONAUTICS LIMITED.

ENGINE DIVISION - KORAPUT

DY GENERAL MANAGER (OUTSOURCE

Registered Office: 15/1, Cubbon Road, Bangalore-56000



CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT

Joint Holder :- -

RAMACHANDRAPUR JATNI DISTKHURDA

BHUBANESHWAR ODISHA-INDIA PIN752050 Customer No :841004552 Scheme :CA - BUSINESS CLASSIC Currency :INR

Statement of Axis Account No :914020024435835 for the period (From : 01-01-2019 To : 28-02-2019)

Tran Date	Value Date	Transaction Particulars	Chq No	Amount(INR)	DR/CR	Balance(INR)	Branch Name
Train Date	varue Bate	Transaction Farticulars	Chq 110	Amount (I VIC)	Diver	Daranec(IT(R)	Dranch Name
		OPENING BALANCE				884319.93	
01-01-2019	01-01-2019	NEFT/SBIN519001349763/OSFDC//ATTN/OSFDC		59505.00	CR	943824.93	DATA CENTRE-CHEMBUR
01-01-2019	01-01-2019	NEFT/SBIN519001352608/OSFDC//ATTN/OSFDC		384375.00	CR	1328199.93	DATA CENTRE-CHEMBUR
01-01-2019	01-01-2019	NEFT/SBIN519001383988/OSFDC//ATTN/OSFDC		13410.00	CR	1341609.93	DATA CENTRE-CHEMBUR
01-01-2019	01-01-2019	NEFT/P19010164545349/SELCO FOUNDATION/BY SELCO FO		15000.00	CR	1356609.93	DATA CENTRE-CHEMBUR
01-01-2019	01-01-2019	NEFT/ANDBN19229427350/ORISSA SCST DEVELOPMENT FINA		170135.00	CR	1526744.93	DATA CENTRE-CHEMBUR
04-01-2019	04-01-2019	NEFT/SK/AXSK190040031944/718/NATIONAL SKILL DEVEL	75857	1206410.00	DR	320334.93	JATNI [OR]
04-01-2019	04-01-2019	NEFT/SK/AXSK190040032002/718/LAXMIDHAR SWAIN/SAKN	75858	38600.00	DR	281734.93	JATNI [OR]
07-01-2019	07-01-2019	TRF/718/TRANSFER	75859	11404.00	DR	270330.93	JATNI [OR]
11-01-2019	11-01-2019	TO Transfer/71820190111CUTM06/SDMC:5669919/41299	75860	41299.00	DR	229031.93	MIDC, MUMBAI [MH]
11-01-2019	11-01-2019	RTGS/ORBCH19011042752/JITM TRUST JAGANNATH INSTITU		4000000.00	CR	4229031.93	INFOSYS CAMPUS MYS KT
11-01-2019	11-01-2019	RTGS/SK/UTIBR52019011100357156/718/CENTURION UNIV	75863	600000.00	DR	3629031.93	JATNI [OR]
11-01-2019	11-01-2019	TO Transfer/71820190111CUTM08/SDMC:5675792/2349364	75864	2349364.00	DR	1279667.93	MALAD, MUMBAI [MH]
11-01-2019	11-01-2019	TO Transfer/71820190111CUTMNEW01/SDMC:5676195/1890	75868	189000.00	DR	1090667.93	SAFDARJUNG ENCLAVE,DELHI [DL]
							SAFDARJUNG
11-01-2019	11-01-2019	TO Transfer/71820190111CUTMNEW02/SDMC:5676368/2000	75867	20000.00	DR	1070667.93	ENCLAVE, DELHI [DL]
11-01-2019	11-01-2019	NEFT/SK/AXSK190110025855/718/SANIDHYA SKILL DEVEL	75865	644112.00	DR	426555.93	JATNI [OR]
11-01-2019 11-01-2019	11-01-2019	NEFT/SK/AXSK190110027631/718/GUNANIDHI DAS/SAKN25 NEFT/RETURN/AXTB190114955096/R03/Prof. Chandrabhan	75866	70000.00 89800.00	DR CR	356555.93 446355.93	JATNI [OR] CHENNAI [TN]
11-01-2019	11-01-2019	NEFT/NO11190725558436/HINDUSTAN PETROLEUM CORPORAT		1.00	CR	446356.93	RTGS HUB
12-01-2019	12-01-2019	GST @18% on Charge		9.00	DR	446347.93	JATNI [OR]
12-01-2019	12-01-2019	Consolidated Charges for A/c		50.00	DR	446297.93	JATNI [OR]
		NEFT/SIN00354Q6073495/HINDUSTAN					
14-01-2019 15-01-2019	14-01-2019 15-01-2019	PETROLEUM//ACC/HPC RTGS/SK/UTIBR52019011500354032/718/CENTURION UNIV	75870	810000.00 1000000.00	CR DR	1256297.93 256297.93	DATA CENTRE-CHEMBUR
13-01-2019	13-01-2019	RTGS/ORBCH19015088460/CENTURION UNIVERSITY OF	73870	1000000.00	DK	230291.93	JATNI [OR]
15-01-2019	15-01-2019	TECH		3500000.00	CR	3756297.93	MUMBAI FORT [MH]
15-01-2019	15-01-2019	TO Transfer/71820190115CUTM08/SDMC:5690934/1535307	75869	1535307.00	DR	2220990.93	PALLAVPURAM ,ME MRT UP
16-01-2019	16-01-2019	NEFT/CITIN19907752232/VARROC ENGINEERING LIMITED/V		2281954.00	CR	4502944.93	RTGS HUB
17-01-2019	17-01-2019	TO Transfer/71820190116CUTM08/SDMC:5698656/108500	75871	108500.00	DR	4394444.93	DAUSA [RJ]
17-01-2019	17-01-2019	NEFT/SK/AXSK190170021270/718/CNV LABS AND TECHNOL	75872	108000.00	DR	4286444.93	JATNI [OR]
17-01-2019	17-01-2019	NEFT/SK/AXSK190170021360/718/CENTURION UNIVERSITY	75874	500000.00	DR	3786444.93	JATNI [OR]
17-01-2019	17-01-2019	NEFT/SK/AXSK190170022221/718/CSREM TRUST/SAKN2549	75873	1500000.00	DR	2286444.93	JATNI [OR]
17-01-2019	17-01-2019	NEFT/SK/AXSK190170029062/718/MENSA DESIGN PVT LTD	75875	240900.00	DR	2045544.93	JATNI [OR] KALPANA SQRE,
18-01-2019	18-01-2019	TO Transfer/71820190118CUTM09/SDMC:5708621/1601494	75876	1601494.00	DR	444050.93	BHUBANESHWAR [OR BANDRA(W), MUMBAI,
19-01-2019	19-01-2019	RTGS/IDIBR52019011917642283/SRI KANNAPIRAN MILLS T		690000.00	CR	1134050.93	[MH]
22-01-2019	22-01-2019	RTGS/SK/UTIBR52019012200356635/718/CENTURION UNIV	75880	800000.00	DR	334050.93	JATNI [OR]
22-01-2019	22-01-2019	TO Transfer/71820190122CUTM09/SDMC:5722250/69250	75882	69250.00	DR	264800.93	PATNA [BH]
23-01-2019	23-01-2019	NEFT/000170535144/WESTERN UNION INTERNATIONAL BANK		1677900.00	CR	1942700.93	DATA CENTRE-CHEMBUR
24-01-2019	24-01-2019	RTGS/ORBCH19024046882/CSREM TRUST, BHUBANESWAR///C		3000000.00	CR	4942700.93	HINGOLI,NAGPUR [MH]
24-01-2019	24-01-2019	TRF/718/TRANSFER	75883	3000000.00	DR	1942700.93	JATNI [OR]
24-01-2019	24-01-2019	TO Transfer/71820190124CUTM09/SDMC:5731477/136361	75884	136361.00	DR	1806339.93	SONIPAT [HR]
25-01-2019	25-01-2019	TRF/IPE GLOBAL LIMITED/TRANSFER		278536.00	CR	2084875.93	GREEN PARK, NEW DELHI [DL]
25-01-2019	25-01-2019	NEFT/SK/AXSK190250029278/718/NOVEL TELENET PRIVAT	75885	68926.00	DR	2015949.93	JATNI [OR]
28-01-2019	28-01-2019	NEFT/SK/AXSK190280006267/718/CHANDRABHANU PATTANA	75886	89800.00	DR	1926149.93	JATNI [OR]
28-01-2019	28-01-2019	TO Transfer/71820190128CUTM09/SDMC:5744114/88966	75887	88966.00	DR	1837183.93	KHANDWA ROAD, I IND MP

		TRF/718/CENTURION UNIVERSITY OF TECHNOLOGY AND					
29-01-2019 2	29-01-2019	MA	75888	70000.00	DR	1767183.93	JATNI [OR]
30-01-2019 3	30-01-2019	NEFT/SBIN619030494980/OSFDC//ATTN/OSFDC		260492.00	CR	2027675.93	RTGS HUB
30-01-2019 3	30-01-2019	NEFT/SBIN619030493182/OSFDC//ATTN/OSFDC		64495.00	CR	2092170.93	DATA CENTRE-CHEMBUR
30-01-2019 3	30-01-2019	NEFT/ANDBN19230543752/ORISSA SCST DEVELOPMENT FINA		765305.00	CR	2857475.93	RTGS HUB
31-01-2019 3	31-01-2019	TO Transfer/71820190131CUTM09/SDMC:5756912/143084	75889	143084.00	DR	2714391.93	RAMPUR [UP]
01-02-2019 0	01-02-2019	BRN-CLG-CHQ PAID TO Z INDIA TECHNOLOGIES	75877	8727.00	DR	2705664.93	CCGOI HYDERABAD HYD TG
01-02-2019 0	01-02-2019	TO Transfer/71820190201CUTM09/SDMC:5766153/15950	75890	15950.00	DR	2689714.93	SERILINGAMPALLY [AP]
	02-02-2019	NEFT/SK/AXSK190330025163/718/CENTURION UNIVERSITY	75892	1500000.00	DR	1189714.93	JATNI [OR]
							RETAIL ASSET
	04-02-2019	TO Transfer/71820190202CUTM10/SDMC:5776141/278129 NEFT/P19020585344558/SELCO FOUNDATION/SELCO	75891	278129.00	DR	911585.93	MANAGEMENT GR-RAM
	05-02-2019 06-02-2019	FOUNDA TRF/718/NRUSINHA NATH DAS	75893	15000.00 15752.00	CR DR	926585.93 910833.93	DATA CENTRE-CHEMBUR JATNI [OR]
	08-02-2019	NEFT/SK/AXSK190390003526/718/ASHIIS KUMAR SEN/SAK	75895	25000.00	DR	885833.93	JATNI [OR]
11-02-2019 1	11-02-2019	TO Transfer/71820190208CUTM10/SDMC:5819420/121031	75894	121031.00	DR	764802.93	MUMBAI FORT [MH]
11-02-2019 1	11-02-2019	RTGS/CITIR52019021100700868/VARROC ENGINEERING LIM		359945.00	CR	1124747.93	MIDC, MUMBAI [MH]
11-02-2019 1	11-02-2019	TO Transfer/71820190211CUTM10/SDMC:5824118/41299	75896	41299.00	DR	1083448.93	PARADIP [OR]
12-02-2019 1	12-02-2019	NEFT/SAA66244284/JITM TRUST JAGANNATH INSTITUTE FO		3000000.00	CR	4083448.93	DATA CENTRE-CHEMBUR
12-02-2019 1	12-02-2019	Core banking/CB0005464355/NORMAL201902126492405/C		5329438.94	CR	9412887.87	MUMBAI FORT [MH]
	12-02-2019		75000	2260343.00			THIRUVERUMBUR C5390 TN
		TO Transfer/71820190212CUTM14/SDMC:5828992/2260343 NEFT/RETURN/AXTB190435097568/R03/SATYA BHUSAN	75898		DR	7152544.87	
12-02-2019 1	12-02-2019	RATH		62890.00	CR	7215434.87	NEHRU PLACE,DELHI [DL]
12-02-2019 1	12-02-2019	TRF/718/TRANSFER	75900	62890.00	DR	7152544.87	JATNI [OR]
12-02-2019 1	12-02-2019	TO Transfer/71820190212CUTM10/SDMC 5834131/279000	75899	279000.00	DR	6873544.87	DATA CENTRE-CHEMBUR
13-02-2019 1	13-02-2019	NEFT/SK/AXSK190440032441/718/TRIPSHOPPERS.COM/SAK	75902	300000.00	DR	6573544.87	JATNI [OR]
14-02-2019 1	14-02-2019	TO Transfer/71820190213CUTM10/SDMC 5843413/919452	75901	919452.00	DR	5654092.87	VASHI-APMC NVM MH
14-02-2019 1	14-02-2019	Core banking/CB0005490145/NORMAL201902146509486/C		1094879.55	CR	6748972.42	MUMBAI FORT [MH]
14-02-2019 1	14-02-2019	NEFT/SK/AXSK190450024749/718/SANTOSH KUMAR NANDA/	75906	1356549.00	DR	5392423.42	JATNI [OR]
15-02-2019 1	15-02-2019	TO Transfer/71820190215CUTM11/SDMC:5851703/117120	75904	117120.00	DR	5275303.42	BEETUL [MP]
15-02-2019 1	15-02-2019	TO Transfer/71820190215CUTM10/SDMC:5851554/108500	75903	108500.00	DR	5166803.42	KHANNA [PB]
15-02-2019 1	15-02-2019	TO Transfer/71820190215CUTM16/SDMC:5855239/2110000	75908	2110000.00	DR	3056803.42	NOIDA [UP]
		NEFT/SK/AXSK190470018548/718/CNV LABS AND					
		TECHNOL	75909	108000.00	DR	2948803.42	JATNI [OR]
16-02-2019 1	16-02-2019	GST @18% on Charge		9.00	DR	2948794.42	JATNI [OR]
16-02-2019 1	16-02-2019	Consolidated Charges for A/c		50.00	DR	2948744.42	JATNI [OR]
19-02-2019 1	19-02-2019	TO Transfer/71820190219CUTM10/SDMC:5867307/427101 NEFT/SK/AXSK190500020197/718/CENTURION	75910	427101.00	DR	2521643.42	MUMBAI FORT [MH]
19-02-2019 1	19-02-2019	UNIVERSITY	75912	1000000.00	DR	1521643.42	JATNI [OR]
19-02-2019 1	19-02-2019	NEFT/SK/AXSK190500020430/718/CONFEDERATION OF IND	75913	17700.00	DR	1503943.42	JATNI [OR]
20-02-2019 2	20-02-2019	RTGS/CITIR52019022000701176/DSP MUTUAL FUND REDEMP		4792527.38	CR	6296470.80	KAMARAJ SALAI, PON PY
20-02-2019 2	20-02-2019	TO Transfer/71820190220CUTM10/SDMC:5870937/39425	75911	39425.00	DR	6257045.80	NAVAGAM [GJ]
20-02-2019 2	20-02-2019	NEFT/SK/AXSK190510031002/718/ASHIIS KUMAR SEN/SAK	75914	29431.00	DR	6227614.80	JATNI [OR]
21-02-2019 2	21-02-2019	NEFT/IDIBH19052396942/SREELEKHA PANDA//URGENT/.		1500.00	CR	6229114.80	DATA CENTRE-CHEMBUR
22-02-2019 2	22-02-2019	NEFT/SK/AXSK190530025600/718/TRIPSHOPPERS.COM/SAK	75916	159670.00	DR	6069444.80	JATNI [OR]
	23-02-2019	NEFT/CITIN19927329162/VARROC ENGINEERING LIMITED/V		1880819.00	CR	7950263.80	RTGS HUB
		NEFT/SK/AXSK190560036026/718/TEKCHAND					
	25-02-2019	PRADHAN/SAK	75917	174275.00	DR	7775988.80	JATNI [OR]
26-02-2019 2	26-02-2019	TO Transfer/71820190226CUTM10/SDMC:5898243/123665	75918	123665.00	DR	7652323.80	BETTIAH [BH] TARNAKA, HYDERABAD
27-02-2019 2	27-02-2019	TO Transfer/71820190227CUTM10/SDMC:5902766/217562 NEFT/RETURN/AXTB190580119734/R03/HOTEL	75919	217562.00	DR	7434761.80	[AP]
27-02-2019 2	27-02-2019	LANDMARK		14345.00	CR	7449106.80	ULWE NVM MH
27-02-2019 2	27-02-2019	NEFT/RETURN/AXTB190580119733/R03/SANICLEAN PVT LTD		24360.00	CR	7473466.80	NAGPUR [MH]
27.02.2012	27-02-2019	NEFT/RETURN/AXTB190580119735/R03/BHUBANESWAR GOLF		9973.00	CR	7483439.80	NAGPUR [MH]
27-02-2019 2							

28-02-2019	28-02-2019	NEFT/SK/AXSK190590028628/718/ASHIS KUMAR SEN/SAKN	75921	97106.00	DR	7417485.80	JATNI [OR]
28-02-2019	28-02-2019	NEFT/SK/AXSK190590028658/718/TRIPSHOPPERS.COM/SAK	75920	100000.00	DR	7317485.80	JATNI [OR]
		TRANSACTION TOTAL DR/CR	2824	14572.00/34677737.87			
		CLOSING BALANCE	-			7317485.80	

Unless the constituent notifies the bank immediately of any discrepancy found by him/her in this statement of Account, it will be taken that he/she has found the account correct.

The closing balance as shown/displayed includes not only the credit balance and / or overdraft limit, but also funds which are under clearing. It excludes the amount marked as lien, if any. Hence the closing balance displayed may not be the effective available balance. For any further clarifications, please contact the Branch.

We would like to reiterate that, as a policy, Axis Bank does not ask you to part with/disclose/revalidate of your iConnect passord,login id and debit card number through emails OR phone call Further,we would like to reiterate that Axis Bank shall not be liable for any losses arising from you sharing/disclosing of your login id, password and debit card number to anyone. Please co-operate by forwarding all such suspicious/spam emails, if received by you, to customer.service@axisbank.com

REGISTERED OFFICE - AXIS BANK LTD, TRISHUL, Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad . 380006. This is a system generated output and requires no signature.

Legends:

ICONN - Transaction trough Internet Banking

AUTOSWEEP - Transfer to linked fixed deposit

REV SWEEP - Interest on Linked fixed Deposit

SWEEP TRF - Transfer from Linked Fixed Deposit / Account

VMT - Visa Money Transfer through ATM

CWDR - Cash Withdrawal through ATM

DHR - Dishonour

CWDR - Cash Withdrawal through ATM

PUR - POS purchase

REC - Recovery

TIP/ SCG - Surcharge on usage of debit card at pumps/railway ticket purchase or hotel tips

LN - Loan

RATE.DIFF - Difference in rates on usage of card internationally HCY -Home Currency Advance

CLG - Cheque Clearing Transaction TFR -Transfer

 VMT-ICON - Visa Money Transfer Via Internet Banking
 INT - Interest Run

 EDC - Credit transaction through EDC Machine
 BKNG - Booking

 SETU - Seamless electronic fund transfer through AXIS Bank
 CNCL - Cancellation

Int.pd - Interest paid to customer ISSUE -Issuance
Int.Coll - Interest collected from the customer
OW RTN-Outward return

EVEL - Issuance
AMEND - Amendment
PUR-Purchase

++++ End of Statement ++++

FILE NO. IMP/2019/000367

SCIENCE & ENGINEERING RESEARCH BOARD (SERB)

(A statutory body of the Department of Science & Technology, Government of India)

5 & 5A, Lower Ground Floor Vasant Square Mall Plot No. A, Community Centre Sector-B, Pocket-5, Vasant Kunj New Delhi-110070

Dated: 27-Dec-2019

ORDER

Domain: Information & Comm. Technology

Subject: Financial Sanction of the research project titled "Cost Effective ICT-Data Analytics System for Efficient Management of Water and Fertilizer in Precision Agriculture" under the guidance of Dr. Meenu Ramadas, School of Infrastructure, Indian Institute of Technology, Bhubaneswar, Samantapuri ,Bhubaneswar, Bhubaneswar, Odisha-751013 and by Prof. Rabindra Kumar Panda, Dean (R&D) And Professor, School Of Infrastructure, Indian Institute Of Technology, Bhubaneswar and by Dr. Sabarimalai Manikandan, Assistant Professor, School Of Electrical Sciences, Indian Institute Of Technology, Bhubaneswar and by Prof. Rabindra Sah, Professor, Mechanical, Centurion University Of Technology And Management and by Prof. Dechiraju Narsimha Rao, Vice President, University, Centurion University Of Technology And Management - Release of 1st grant.

Sanction of Science and Engineering Research Board (SERB) is hereby accorded to the above mentioned project at a total cost of Rs. 8366220/- (Rs. Eighty Three Lakh Sixty Six Thousand Two Hundred and Twenty Only) with break-up of Rs. 855000/- under Capital (Non-recurring) head and Rs. 7511220/- under General (Recurring) head for a duration of 36 months. The items of expenditure for which the total allocation of Rs. 8366220/- has been approved are given below:

S. No	Head	Total (in Rs.)
A	Non-recurring	
1	Equipment -> Computational servers and accessories for ICT -> Image acquisition -> Sensor-based automated fertigation system	855000
A'	Total (Non-Recurring)	855000
В	Recurring Items	
1	Recurring - I : (Manpower) Recurring - II : (Consumables, Travel, Contingencies) Recurring - III : Scientific Social Responsibility	5850720 900000 0
2	Recurring - IV : (Overhead Charges)	760500
B'	Total (Recurring)	7511220
С	Total cost of the project (A' + B')	8366220

- 2. Sanction of the **SERB** is also accorded to the payment of **Rs. 855000/-** (Rupees Eight Lakh Fifty Five Thousand only) under 'Grants for creation of capital assets' and **Rs. 2503740/-** (Rupees Twenty Five Lakh Three Thousand Seven Hundred and Forty only) under 'Grants-in-aid General' to **Registrar IIT Bhubaneswar, Indian Institute Of Technology, Bhubaneswar, Samantapuri ,Bhubaneswar** being the first installment of the grant for the year 2019-2020 for implementation of the said research project.
- 3. The expenditure involved is debitable to Fund for Science & Engineering Research (FSER)

 This release is being made under Impacting Research Innovation and Technology (IMPRINT-2). (PAC Information & Communication Technology)
- 4. The Sanction has been issued to Indian Institute Of Technology, Bhubaneswar, Samantapuri ,Bhubaneswar with the approval of the competent authority under delegated powers on 26 December, 2019 and vide Diary No. SERB/F/8141/2019-2020 dated 27 December, 2019
- 5. Sanction of the grant is subject to the conditions as detailed in Terms & Conditions available at website (www.serb.gov.in).
- 6. Overhead expenses are meant for the host Institute towards the cost for providing infrastructural facilities and general administrative support etc. including benefits to the staff employed in the project.
- 7. While providing operational flexibility among various subheads under head Recurring-II, It should be ensured that not more than Rs. **150000** under Travel and Rs. **150000** under Contingency should be spent.
- 8. As per rule 211 of GFR, the accounts of project shall be open to inspection by sanctioning authority/audit whenever the institute is called upon to do so.
- 9. The sanctioned equipment would be procured as per GFR and its disposal of the same would be done with prior approval of SERB.
- 10. The release amount of Rs. 3358740/- (Rupees Thirty Three Lakh Fifty Eight Thousand Seven Hundred and Forty only) will be drawn by the Under Secretary of the SERB and will be disbursed by means of RTGS transaction as per their Bank details given below:

PFMS Unique Code	IITBHUBANESWAR
Account Name	IIT BHUBANESWAR - 1023
Account Number	38605214766
Bank Name & Branch	State Bank of India Argul Branch, Argul PO, Khordha District, Pincode 752050
IFSC/RTGS Code	SBIN0061223
Email id of A/C Holder	registrar@iitbbs.ac.in
Email id of PI	meenu@iitbbs.ac.in

11. The institute will furnish to the SERB separate Utilization certificate (UCs) financial year wise to the SERB for Recurring (Grants-in-aid General) & Non-Recurring (Grants for creation of capital assets) and an audited statement of accounts pertaining to the grant immediately after the end of each financial year.

- 12. The institute will maintain separate audited accounts for the project. A part or whole of the grant must be kept in an interest earning bank account which is to be reported to SERB. The interest thus earned will be treated as credit to the institute to be adjusted towards further installment of the grant.
- 13. The project File no. IMP/2019/000367 should be mentioned in all research communications arising from the above project with due acknowledgement of SERB.
- 14. The manpower sanctioned in the project, if any is co-terminus with the duration of the project and SERB will have no liability to meet the fellowship and salary of supporting staff if any. beyond the duration of the project
- 15. As this is the first grant being released for the project, no previous U/C is required.
- 16. The institute may refund any unspent balance to SERB by means of a Demand Draft favoring "FUND FOR SCIENCE AND ENGINEERING RESEARCH" payable at New Delhi.
- 17. The organization/institute/university should ensure that the technical support/financial assistance provided to them by the Science & Engineering Research Board should invariably be highlighted/ acknowledged in their media releases as well as in bold letters in the opening paragraphs of their Annual Report.
- 18. In addition, the investigator/host institute must also acknowledge the support provided to them in all publications, patents and any other output emanating out of the project/program funded by the Science & Engineering Research Board.

(Dr. Monika Agarwal)
Scientist E
ms.imprint@gmail.com

To, Under Secretary SERB, New Delhi

Copy forwarded for information and necessary action to: -

Copy for	warded for information and necessary action to: -
1.	The Principal Director of Audit, A.G.C.R.Building, IIIrd Floor I.P. Estate, Delhi-110002
2.	Sanction Folder, SERB , New Delhi.
3.	File Copy
4.	Dr. Meenu Ramadas
	School of Infrastructure
	Indian Institute of Technology, Bhubaneswar , Samantapuri ,Bhubaneswar, Bhubaneswar, Odisha-751013
	Email: meenu@iitbbs.ac.in
	Mobile: 919447598721
	Prof. Rabindra Kumar Panda
	School Of Infrastructure
	Indian Institute Of Technology, Bhubaneswar
	Dr. Sabarimalai Manikandan
	School Of Electrical Sciences
	Indian Institute Of Technology, Bhubaneswar
	Prof. Rabindra Sah
	Mechanical
	Centurion University Of Technology And Management
	Prof. Dechiraju Narsimha Rao
	University
	Centurion University Of Technology And Management
	(Start date of the project may be intimated by name to the undersigned. For guidance, terms & Conditions etc. Please visit www.serb.gov.in .)

5.	Registrar IIT Bhubaneswar, Indian Institute Of Technology, Bhubaneswar, Samantapuri ,Bhubaneswar (Receipt of Grant may be intimated by name to the undersigned)
6.	Secretary, Department of Science & Technology Ministry of Science and Technology Technology Bhavan, New Mehrauli Road, New Delhi-110016 Email: dstsec@nic.in
7.	Secretary (Higher Education) Ministry of Human Resource Development Shastri Bhavan, New Delhi- 110 001 Email: secy.dhe@nic.in

(Dr. Monika Agarwal) Scientist E ms.imprint@gmail.com