

<u>Bill To Party :</u> TORRENT PHARMACEUTICALS LTD 32 NO. MIDDLE CAMP 31A NATIONAL HIGHWAY,RUMTEK ILAKA, CHUBA BLOCK SIKKIM-737135 SIKKIM-INDIA	PHONE NO :-3592254418 FAX :- Web:-WWW.TORRENTPHARMA.COM GSTIN :-11AAACT5456A1ZY PAN No:-AAACT5456A Drug Licence No:-28 M/563/2010
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PURCHASE ORDER

<u>Supplier Details:</u> Vendor Code:108773 NOVO EXCIPIENTS PVT. LTD. 5/C SHREE LAXMI INDUSTRIAL ESTATE NEW LINKROAD ANDHERI WEST MUMBAI-400053 Maharashtra GSTIN:27AACCC3785B1ZU PAN: AACCC3785B MSME Status:Medium UAN No:MH19-0021826	<u>Shipping/Delivery Address</u> Torrent Pharmaceuticals Ltd 32 No Middle Camp, Torrent Bldg, 32 No Middle Camp, NH 10 Rumtek Ilaka, Chuba Block, Gangtok, Gangtok-737135 Sikkim	P.O No. 4500334605 Dt:03.04.2025 PO Type: Standard PO (RM/PM) PR No.: 17394980 Dt: 03.04.2025 Purchasing Org.: PURCH ORG Central Plant: Formulation (Sikkim) Purchase Group: Inactive RM/Lab
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PAYMENT TERMS: 30 days from date of receipt of material at plant / Completion of the job and service Invoice

DELIVERY TERMS : Freight & Insurance to be borne by TPL

LD Clause :

Clause : In case, the supplier has not deposited the tax amount to the Government timely or the same is not declared in GSTR-1 and GSTR-3 properly and timely, then the supplier will make good the loss suffered by Torrent due to the tax credit it lost in that transaction. Torrent has the right to recover tax credit loss along with consequential interest and penalty or deduct the amount equivalent to the said liabilities from his outstanding payment. Also, supplier shall mention correct HSN code under GST provision.

Original invoice to be submitted along with the consignment.

Sr. No	Material No. & Description	Unit	Qty	Del. Cost/Taxcode	Rate/ Unit (INR)	Tot Value (INR)
10	Material No - 2003929 MPN No - 9513657 Novomix Brown 30077 IH Current Spec/ Art Work No:-10117012/02 Mfr Part No : NOVOMIX BROWN 30077 IH Delivery Schedule By Date Qty 06.05.2025 20.000 Tax Code :GST - PO purchase with ITC,IN: IGST % 18.00 %	KG	20.000	Basic Price IN: IGST % Freight (Value JEXC) Total Landed Cost	1,755.000 18.00 %	35,100.00 6,318.00 3,000.00 44,418.00

Sr. No	Material No. & Description	Unit	Qty	Del. Cost/Taxcode	Rate/ Unit (INR)	Tot Value (INR)
	Freight Forwarder :Shree Shyam Roadlink Pvt. Ltd.					
20	Material No - 2004056 MPN No - 9513696 Novomix Gen 55037 Orange IH Current Spec/ Art Work No:-10117135/02 Mfr Part No : 9513696 Delivery Schedule By Date Qty 26.06.2025 250.000 Tax Code :GST - PO purchase with ITC,IN: IGST % 18.00 % Freight Forwarder :Shree Shyam Roadlink Pvt. Ltd.	KG	250.000	Basic Price IN: IGST % Freight (Value JEXC) Total Landed Cost	1,765.000 18.00 %	441,250.00 79,425.00 6,000.00 526,675.00
30	Material No - 2004577 MPN No - 9514860 Novomix Brown 30184 IH Current Spec/ Art Work No:-10127774/01 Mfr Part No : NOVOMIX BROWN 30184 IH Delivery Schedule By Date Qty 19.05.2025 1,500.000 Tax Code :GST - PO purchase with ITC,IN: IGST % 18.00 % Freight Forwarder :Shree Shyam Roadlink Pvt. Ltd.	KG	1,500.000	Basic Price IN: IGST % Freight (Value JEXC) Total Landed Cost	1,630.000 18.00 %	2,445,000.00 440,100.00 35,000.00 2,920,100.00
40	Material No - 2003926 MPN No - 9513660 Novomix Yellow 110112 IH Current Spec/ Art Work No:-10117011/02 Mfr Part No : NOVOMIX YELLOW 110112 IH Delivery Schedule By Date Qty 08.05.2025 20.000 Tax Code :GST - PO purchase with ITC,IN: IGST % 18.00 %	KG	20.000	Basic Price IN: IGST % Freight (Value JEXC) Total Landed Cost	1,680.000 18.00 %	33,600.00 6,048.00 3,000.00 42,648.00

Total Purchase Order Value							INR	3,533,841.00	
RUPEES THIRTY-FIVE LAKH THIRTY-THREE THOUSAND EIGHT HUNDRED FORTY-ONE									
Remarks :- Expiry Date to be clearly stated on LABEL/CoA.Material should have minimum 70% shelf life at the time of receipt at our stores.									
Net / Basic Price	P&F	CGST	SGST / UTGST	IGST	Cess	Freight	Insurance	Pur. D/N	Total Amt.
2,954,950.00	0.00	0.00	0.00	531,891.00	0.00	47,000.00	0.00	0.00	3,533,841.00

THIS IS A COMPUTER GENERATED DOCUMENT NOT REQUIRING ANY SIGNATURE.

TERMS AND CONDITION

1.COMplete AGREEMENT AND ACCEPTANCE: The terms and conditions of this purchase order ("Order") constitute the entire agreement between the parties hereto. This Order expressly limits acceptance to the terms and conditions stated herein, and any additional or different terms or conditions proposed by the Supplier are rejected unless expressly assented to in writing by Purchaser. Changes to this Order will be binding only if the amendments are made in writing and signed by the authorised representative of the Purchaser and the Supplier. The first occurring expression of acceptance of this Order by the Supplier, including Supplier's (i) written acceptance, (ii) commencement of work on the goods or material subject to this Order (the "Goods"), (iii) shipment of the Goods, (iv) failure to object to this Order, in writing, within ten (10) days of receipt of this Order.

2.PRICES:Prices are firm and not subject to any price variation or escalation clause.

3.FULLFILLMENT OF CONTYACTUAL DELIVERY PERIOD:Time being the essence of contract the delivery dates agreed to are binding on the Supplier and no variation of the scheduled delivery dates shall be permitted except on prior written authorisation by the Purchaser.

4.DELIVERY INSTRUCTIONS:

- (I) The Order number must appear on all papers and correspondence pertaining to the Order.
- (II) Separate delivery challans are required for delivery against Order. Challans must mention the challan order number. Failing those conditions may result in delayed inspection of goods and/or clearance of bills.
- (III) No delivery will be accepted after 4.00 p.m. unless confirmed otherwise.
- (IV) Payment for Goods in this Order prior to inspection shall not constitute an acceptance of goods.
- (V) Goods must be dispatched along with dispatch documents; 1) Invoice (triplicate copy)in the format as prescribed under the rules of Goods and Service Tax Act ,2) Packing list,3) Challan along with necessary documents at site..
- (VI) Delivery should be made through approved transporter or as specified by the Purchaser in the Order.
- (VII) Delayed deliveries beyond stipulated date of delivery will be accepted at the sole discretion of Purchaser and at the price as decided by Purchaser.
- (VIII) Material should be supplied from Single Batch
- (IX) Please instruct transporter to produce 1) Valid driving license, 2) RC Book, 3) PUC at main security gate while entering the vehicle into premises of the Purchaser.

5.PACKING:Packing list should specify item code and Description of goods as Purchase Order/Batch no/Lot no. Date of Manufacture/Expiry Date/No. of Packages/Gross weight/ Tare weight & Net Weight etc. Supplier should ensure suitable, secure and transit worthy packing of all goods supplied against order. Packing list must accompany each consignment.

6.QUALITY/INSPECTION/REJECTION:

- (I) The Goods supplied against this Order must in all respect conform to Torrent's specification stated therein or as per samples approved by the Purchaser and in compliance with applicable laws. Each consignment of the material despatched by Supplier should be accompanied by a Certificate of Analysis as per Torrent's specification format. The Goods supplied will be examined as per Torrent's method of analysis and the report will be final and binding on the parties.
- (II) In case if printed packing material, the supplies should conform to specimen cards/sample approved by the Purchaser. Shade variation beyond limits agreed upon will be liable to be rejected and destroyed at our end. No Payment for such rejection will be made.
- (III) In case of rejection of any goods/service the same shall be removed within 7 days from premises of the Purchaser by the Supplier at their own cost both ways. The Purchaser do not accept any liability for any shortage, damages or deterioration of the rejected goods while lying in its store/plants if the rejected Goods are not collected by the Supplier within the aforesaid period the Purchaser shall be entitled to dispose it off without any further notice.
- (IV) In case of rejection, any advance paid shall be returned within two days along with 18% interest p.a. from the date of advance.
- (V) All rejected Goods will be replaced by Supplier if agreed upon by the Purchaser. Free of all costs including transport.
- (VI) In case of rejection if the Goods/Services supplied include any material provided by the Purchaser, the Supplier shall be liable to reimburse to the Purchaser the cost of such material provided to Supplier by the Purchaser. The testing charges at Purchaser's end for any rejection will be recovered by the Purchaser.

7.QUANTITY/WEIGHT:Unless otherwise stipulated weight/volume recorder at our factory shall be deemed as final. Where the nature of Goods ordered in such that certain excess/short supply is likely occur, then such excess/short supply will be acceptable up to a maximum extent of 10% of the ordered quantity. Supply in excess of the permissible limit shall be acceptable at our sole discretion and upon such terms and conditions as may, specified by the Purchaser. The same shall be to the Supplier's account.

8.INSURANCE:

(I) In case of F.O.R. our site price, the supplier shall insure the goods at the invoice value (Including the cost of freight and insurance, If any) against all risk including SRCC, for the entire transit including transshipment, loading and unloading, If any.

(II) Unless otherwise mentioned transit insurance will be arranged by the Supplier on the account of the Purchaser. The Purchaser shall not be liable for any loss/damages/pilferages during transit.

(III) In case of transit insurance by the Purchaser , the Supplier must inform the Purchaser by Fax/E-mail immediately, the dispatch details including invoice, Delivery Challan, Lorry Receipt/Consignment Note to enable the Purchaser to take timely insurance, failing which any loss/damage/pilferages will be the Supplier's responsibility.

9.CONFIDENTIALITY:All non-public, confidential or proprietary information of the Purchaser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates or terms of this transaction, disclosed to the Supplier or any person or entity on Supplier's behalf or is accessible to Supplier/ its representatives, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed, copied or used unless authorized by the Purchaser in writing. Upon Purchaser's request, Supplier shall, at the option of the Purchaser, promptly return all documents and other materials received from Purchaser or destroy the same and submit a proof of destruction to the Purchaser. Further the Supplier agrees that the Supplier shall, use name or logo of the Purchaser, in any form or medium, only with prior written consent of the Purchaser.

10.FORCE MAJEURE:The Purchaser shall be under no liability to accept delivery of any Goods under this Order, if such failure to accept is due to any act of God, strikes, accidents, acts of terrorist, state enemies or any other disabling circumstance beyond the reasonable control of the Purchaser. Further, the Order, shall be liable for suspension at the request of the Purchaser in such circumstances.

11.Company has introduced whistle blower policy to curb illegal/unethical practices followed by any of the employee of the company.:Please refer the same, which is available on the website of the company. You are requested not to indulge into any such illegal / unethical practices while transacting with the company. In case, you found any of the employee doing such illegal / unethical practices, you are requested to inform the designated officials of the company mentioned in the said policy.

12.TCS APPLICABLE AND CONSEQUENCE:

According to section 206C(1H) of Income Tax Act, suppliers may levy TCS on their sales consideration as per the applicable rates enacted under the Income Tax Act.

The supplier has to deposit the collected TCS amount to government and amounts should get reflected in returns filed and certificates issued in stipulated time as prescribed under the Act. In absence, Torrent Pharmaceuticals Limited has right to recovery TCS loss along with consequential interest and penalty or deduct the amount equivalent to the said liabilities from their outstanding payment. Ensure to mention our PAN [AAACT5456A] for all the above compliances documents.

13.GOVERNING LAW:The terms and conditions hereunder shall be governed by, interpreted under and construed in accordance with laws of India.

14.JURISDICTION: Any dispute arising out of this contract shall be within exclusive jurisdiction of the Courts in Ahmedabad