## **Contract Agreement**

This Agreement made on 1st May 2023

(BETWEEN)

Audyogik Shikshan Mandal & It's Institutions, MIDC, Block 'C', Chinchwad, Pune-411019.

Expression shall unless excluded by or repugnant to the context included his successors and assigns herein after called "The First Party".

## AND

Atharva Enterprises
Akurdi Road, in front of Shivshambho Petrol Pump, Newale vasti, Chikhli, Pune
411062

- 1. Under this Annual maintainance Contract (AMC), undertakes to maintain your 250 LPH R.O. water purifire in satisfactory working condition.
- 2. The cost of annual cotract of maintainance of 250LPH R.O. plant will be Rs. 35000/- (Including GST).
- 3. A periodic service visit once in every 15 days shall be given and a visit on demand as and when cutomer call for service shall be given.
- 4. All Electrical Parts like pump, adapter, UV Lamp etc and mechanical parts shall be covered under free repair/ replacement. However, the consumbles having a specific life, which depends on the quality of raw water and use of maschine by the customer would be charged extra where replacement is found necessary.
- 5. Service under this contract excludes the following:
  - (a) Painting of body, top & bottom.

Pune-18

Pimpri

- (b) Chrome plating of the nuts bolts and other decorative materials.
- (c) Cost of transport
- 6. Every visit by our service Technician will be made within reasonable time from receipt of complaint and will attend during normal working hours only. No visit will, however, be made during Sunday or Holidays.
- 7. This contract is not terminable before the expiry nor transferable in the event of resale/gift to any other person. This contract is not transferable from one place to another place.

8. Contract charges are 100% payable in advance by cash or any electronic mode of transfer.

9. Athan Three prises has the option to the service constact if the purifier is Principal

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serviced repaired by any party other than authorized technician or in case of change of changeship. Our liability shall be limited to the above quoted customer and shall not apply or extend to any secondary or subsequent sale of the said purifier.

- 10. Atharva Enterprises will not be responsible / liable for any defects arising from misuse, negligence accident and damage caused during shifting or transportation.
- 11. Any dispute or difference of any nature whatsoever arising out of or in relation to this contract or any manner incidental there to or any claim, cross claim, counterclaim, or set off regarding any right, liability, act, or omission of any of the parties here to shall be referred to the sole arbitration of the Arbitrator to be nominated by the company. The award of the Arbitrator shall be final, conclusive, and binding on both the parties hereto.

For Atharva Enterprises



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C.S.I.T Pimpri Pune-18.



Principal
College of Commerce, Science &
Information Technology
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Pimpri, Pune - 411 018.