

ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AM 241970

PROJECT EXECUTION AGREEMENT

This Agreement is made on dated Feb 03,2021 of Village Khiala , Padhiana Dist. Jalandhar Punjab India between :-M/s **K. Dev & Company** duly constituted proprietorship firm under the laws of India having its Registered Head office at 1383, Railway Road Garhshankar, Distt. Hoshiarpur Punjab -144527, (herein after referred to as first party Through by Mr. Kapil Dev Soni, being its sole proprietor)

AND

SANT BABA BHAG SINGH UNIVERSITY , PO PADHIANA , JALANDHAR Punjab India, through Dr. Dhiraj Sharma Registrar of University Hereinafter referred to as 2nd Party.


K Dev & Company
1383, Railway Road,
Garhshankar(Pb)


Registrar
Sant Baba Bhag Singh University
Vill. Khiala, Distt. Jalandhar

Both 1st party and 2nd party individually referred to herein after as the 'PARTY', and collectively referred to herein as 'PARTIES.

Whereas,

a) 1st party, is leading Solar on Grid Roof Top Plant Provider and the Authorized Solar System integrator of the HAVELS INDIA LIMITED, and a leading consulting company engaged in various energy related business across the Punjab & India. Dealer Certificate attached for reference.

b) 2nd party, is interested in the installation & commissioning of Solar Power Project from M/s. **K. Dev & Company**

c) Whereas, both the parties have mutually agreed for the Installation & Commissioning of a solar power project of capacity 100Kw at the premises of **SANT BABA BHAG SINGH UNIVERSITY, VILLAGE KHALA PO PADHIANA, JALANDHAR** Punjab India, through **Dr. Dhiraj Sharma** and therefore the present agreement is being entered into writing between the parties with their free will and consent for the systematic execution/ installation & operation, of Solar Power Plant and as per the Manufacturer's Warrantee of Solar Panels, Solar Inverters, ACDB/DCDB and other parts by Havells India Limited, a leading manufacturers and importer of Solar Power Plant equipments having its registered office :QRG Towers, 2D, Sector-126, Expressway, NOIDA-201304 (U.P), India.


WHERE AS M/s **K. Dev & Company** has attached the quotation & equipment details with this agreement as has been finalized after discussion between both parties.

WHERE AS, accordingly SECOND PARTY has offered its roof-top space at the premises or at any rooftop as will be available.

WHERE AS, the 1st PARTY has agreed to Install & Commission Solar Power Plant of capacity 100 Kw(On-Grid System) with following Terms & Conditions as agreed mutually between the party of the Ist party and party of the 2nd part with their sweet free will and consent, which are as follows:-



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Account
one copy

02/03

- i) That the total project cost of 100 KW ONGRID Solar Power Plant(Roof-Top) is INR36, 00,000 /-(Rupees Thirty Six Lac Only) including GST(As Applicable) & at site.

1. THE COST BREAK UP AND THE PAYMENT TERMS:

Total Project Cost :INR36,00,000 /-(Rupees Thirty Six Lakh only)

- A) Advance: INR /-9,00,000(Rs Nine Lakh Only) with Purchase Order
B) Second Payment INR/-12,60,000/- (Twelve Lakh Sixty Thousand Only) After Civil Work & Structure installation.
C) Third Payment Rs. 12,60,000/-(Twelve Lakh Sixty Thousand Only) After 50kw installation of Solar Panel and Inverter .
D) Balance Rs 1,80,000 (One Lakh Eighty thousand only) After completion of rest 50kw Pannels, ACDB, DCDB, Inverter and Solar net meter.

iii) That in pursuant of the present agreement, it is mutually agreed between the parties, the 1ST PARTY will be responsible to Install & Commission of Solar Power Project with following Equipment's:

Solar Panels of 100KW Capacity: Havells Solar Make

Solar Inverters: Havells

Module Structure:GI with 100 Kw Capacity

Cables, ACDB, DCDB :Havells

Remote Monitoring System: Havells

Earthing: Chemical & Copper Strip

Inverter Room / Area : Customer Scope

Internet: Customer Scope

Insurance of solar Plant: Customer Scope

New Meter: As per PSPCL approved make list

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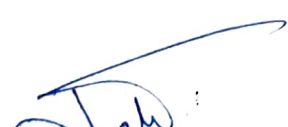
Solar Module	304
Per module capacity :	330WP
DC Capacity	100 Kw
AC BOX	100 Kw
Inverter 50KW	2


iv) That in pursuance of the equipment's supplied by M/s **K.Dev & Company** the following are the warranty as provided by manufacturers back-to-back for Solar Power Plant Equipment's:

2. Warranty Norms for Project:

- 1. Performance Warranty of Solar Panels: 10 Years Manufacturing warranty & 25 Years Performance Warranty of Solar Panels as per PSPCL Guidelines (Oct-2019) from Havells India Ltd .**
- 2. Solar Inverters: 10 Years Manufacturing Warranty of Solar Inverter from Havells India Ltd.**
- 3. Structure: 10 years Warranty of Structure, with a certificate of wind speed 150 km per hour from K Dev &Company.**
- 4. System Warranty: If performance warranty of Solar Panel, solar inverter is not horned by co. then first party shall be liable for performance of system.**
- 5. Generation Commitment: Generation commitment from K DEV & Company,**
 - A. 3.7 units to 4 units per Kw .**
 - B. Units will be calculated for 300 Sunny days.**
 - C. Generation will be calculated average for 2 years**
 - D. No power cuts during day time.**
 - E. Customer is request to clean panels twice a week.**
 - F. Generation of plant will get reduce by 1% every year.**

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G. No structural changes are advised nearby Solar panels.

6. Insurance: Insurance of Solar plant at Customer Scope.

7. Provident Fund: the first party shall be liable for compliance of EPF provisions.

3. JURISDICTION:-

Any disputes arising out of or in relation to the present agreement including any question regarding its existence, validity, or termination, which can be amicably resolved through arbitration under the laws of India. The Arbitration Tribunal shall consist of an arbitrator to be mutually identified and appointed by the parties under the previous provisions of the laws of India. Dispute shall be deemed to have arisen when either party notified the other party in writing to that effect. The courts of Jalandhar shall have the exclusive jurisdiction to try and settle all the dispute arising out of this agreement.

4. AMENDMENTS:-

No amendments, changes or modifications to this agreement shall be valid except if in writing and signed by both parties.

5. SEVERABILITY


If any provision of this agreement is held to be illegal, invalid, or unenforceable, in whole or in part, under any in act meant or rule of law, such provision or part shall to that extent be deemed not be valid for this agreement, but the legality and enforceability of this agreement shall not be effected.

6. WORK COMPLETION:-

That the said 100 kw Solar Project at **SANT BABA BHAG SINGH UNIVERSITY , PO PADHIANA , JALANDHAR** Punjab India shall be completed within the period of 2 months from the date of acceptance of advance payment as per the quotation attached for the project.

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NOTICES:-

Any notice or other communication that may be given by the one party to the other party shall be always been in writing and shall be served either by:-

- i) Delivery of duly acknowledge or
- ii) Sent by registered post with Acknowledgement due, or
- iii) Facsimile at the respective address set out here in below or at such other address as may be subsequently intimated by one party to the other in writing as set out herein, if the notice is sent by facsimile, the said notice shall also be sent by registered post with acknowledgement due, Not with Standing the above, all notices shall be sent to the official e-mail address with proper confirmation of the delivery of e-mail.

This agreement has been entered into between the parties with their own free will and consent and without any pressure, or coercion from any side and both the parties have signed/entered into the present agreement after reading and understanding the contents of the same in there vernacular language and also admitting all the contents of the present agreement to be true and correct to the best of their knowledge and belief.

First Party

Kapil Dev Soni

[Signature]
K Dev & Company
1383, Railway Road,
Garshankar(Pb)

Witness:

M/s K.Dev & Company,
Railway Road , Garshankar Dist Hoshairpur, Punjab
E-mail:kdevcompany@gmail.com
Phone: +91 9781197811 & 9781197810

Second Party

Witness:

Dr. Dhiraj Sharma, Registrar
SANT BABA BHAG SINGH UNIVERSITY, VILLAGE KHIALA PO PADHIANA,
JALANDHAR Punjab India

[Signature] Registrar
Sant Baba Bhag Singh University
Vill. Khiala, Dist. Jalandhar
[Signature] (with the Permission)

[Signature]
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