

### **INDIA NON JUDICIAL**

## **Government of National Capital Territory of Delhi**

### e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL06234222553250R

: 19-Jun-2019 03:04 PM

: IMPACC (IV)/ dl954403/ DELHI/ DL-DLH

SUBIN-DLDL95440318004328877824R

INNOVATIVE POWER SOLUTIONS

Article 5 General Agreement

Not Applicable

: 0

(Zero)

: INNOVATIVE POWER SOLUTIONS

: MATA SUNDRI COLLEGE FOR WOMEN UNIVERSITY OF DELHI

: INNOVATIVE POWER SOLUTIONS

(One Hundred only)



Please write or type below this line.....

#### **AGREEMENT**

This agreement is made on 19<sup>th</sup> day of June 2019 at Delhi Between

M/s

-Innovative Power Solutions

Represented by

-Mr. Gurucharan Singh Pal

With its office at -Office No-1641 Regus Level 16 World Trade Tower Sector 16 Noida-

201301

(Hereinafter called FIRST PARTY)

For Innovative Power Solutions

Harprest Laur Principal

Mata Sundri College For Women

(University of Delhi) New Delhi-110002

#### AND

M/s

- Mata Sundri College For Women (University of Delhi )

Represented by - Principal - Dr. Harpreet Kaur

With it's office at - Mata Sundri College For Women (University of Delhi ) Mata Sundri Lane Mandi House New Delhi -110002

( Herein after called SECOND PARTY )

The above terms "First and Second party" shall wherever the context to mean, admit and include all it's successors in interest etc.

Where the first party is engaged in the business of installing solar powered street lights and is well versed in its Installation, Commissioning and Maintenance.

Whereas the Second Party declares, is authorized to enter into contract by virtue of being principal of the institution owning the premises.

Property / Product description:

Solar Powered Lights Installation: Initially 10 solar powered street light poles will be installed and after successful installation of initial 10 street light poles and getting suitable sponsors for the same, then second phase of installation of 10 solar powered street light poles would start subsequently. Solar Panels(148 Wp/ 296Wp), battery(12V, 120AH/240AH), electronics(300 / 500 VA inverter) with an electronic timer.

Whereas the First and Second parties have mutually agreed on the below mentioned terms and conditions and have arrived at this agreement, which witnesses as under:

- 1. The First party shall install, commission and maintain the solar powered light poles(along with poles with double sided-display-boards / scrolling kiosks/ LED displays, each side of min. of 3' X 4' size at mutually agreed points which have optimum advertising-visibility and technical feasibility.
- 2. This agreement is valid initially for a period of 10 years, which can be extended or revised by mutual consent during the tenure of the agreement. However, both parties shall have right to withdraw and terminate this agreement by giving a 12 month notice to the other party, in which event all above mentioned assets shall be returned in good condition by the second party to the first party.

For Innovative Power Solutions

Harprest Kaur Mata Sundri College For Women (University of Delhi) New Delhi-110002

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- 3. The first party is at absolute liberty and is endowed with the sponsor's advertising rights on the lights poles so installed.
- 4. The sponsor's advertising rights so mentioned above are the rights to advertise the various products, services, utilities etc which are socially acceptable and permitted under the law for time being in force that can be advertised/ displayed.
- 5. Thus in essence the First party is endowed/ allowed with the sponsor's advertising display rights/ facilities in exchange to the provision of solar powered street lights provided by the First party without charging the second party and taking care of entire maintenance of solar system and lights during the entire tenure of this agreement.
- 6. The ownership of the solar units and related assets shall solely and always vest with the first party alone.
- 7. In case of mal-functioning of the solar powered light units a written notice regarding the same has to be served on the first party by an authorized representative of the Second party and in such an event the first party shall forthwith get the same repaired.
- 8. The first party and any of it's authorized representative, its officials team-men, it's franchisee's technicians etc. shall at all reasonable times be permitted by the second party for the maintenance, upkeep and for revising advertisement displays provided the person carries valid IDs/ authority letter which shall ensure the genuineness and authenticity of the person/persons so deployed.
- 9. The first party's sponsors, funding agencies and bankers(to whom the assets of the first party may be hypothecated) shall at all reasonable times be permitted by the second party for their inspection of solar lights installed in the premises.
- 10. The second party shall ensure the security of the solar lights, poles, solar material, cables, display- boards and all other fittings or fixtures attached or connected to it against thefts and pilferage. In the case of any theft or pilferage or damage if noticed, the second party shall forthwith report the matter to the concerned police station and the first party immediately. Also, force measure will be taken.
- 11. In case of any disputes the point for determination of jurisdiction shall be at New Delhi, India.
- 12. For any future solar powered related installation in exchange of sponsor's advertising rights, Second party will give first right of refusal to First party.
- 13. After installation of solar powered street light poles, in case of any renovation of the area having solar light pole, due to which some poles gets uprooted, same poles will be relocated to a suitable place having technical feasibility and good visibility during the entire period of agreement.

BALJIT SINGH
DELril-R-10615
Exp on 03-05-2024
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For Innovative Power Solutions

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(University of Delhi)
New Delhi-110002

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- 14. In case second party demands any particular area to be lit by solar light and that particular area is not apt from the advertising point of view and is not offering good visibility to sponsor's advertisement, in that case equal number of pole with out light will be installed at any good location having visibility for sponsor's advertisement.
- 15. If the first party suspect or has reason to believe the solar lights are being mishandled or prone to theft or likelihood of damage or likelihood of non-viability of continuing the asset in the premises, then the first party is at liberty to rescind this agreement and can recover the solar lights.
- 16. The second party, under no circumstances shall prevent or cause to prevent the first party from recovering the solar light installed by it and if the first party is constrained to recover, the second party shall indemnify the first party for the loss and damage done by such act.

17. In witness where of the parties of first and second have set their signatures to this agreement on the day, month and the year for above mentioned in the presence of the following witnesses. For Innovative Power

Harbreat Kall

FIBST PARTY SIGNATURE

Mata Sundri College For Womer (University of Delhi) SECOND PARTY SIGNATURE

Tharmender

Authorised Si tory

WITNESSES

Officiating Administrative Officer Mata Sundri College for Women (University of Delhi\*

2. New Delhi-110002

BALJIT SINGH DELMI-R-10645 Exp on 03-65-2024

Government of India

1 9 JUN 2019