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CONTRACT OF SALE AND PURCHASE OF 220 KVA(Standby) GENERATOR

This DEED OF AGREEMENT for the Generating Set is made on February 10, 2016, Christian era.

BETWEEN

Fatema Real Estate & Developers Ltd. having its office at Symphony (7th floor), Plot # SE (F) 9, Road # 142, South Avenue, Gulshan-1, Dhaka-1212, hereinafter referred to as the 'Buyer' also called the FIRST PARTY which expression, where the context so admits shall include its successors in interest and assigns of the FIRST PARTY.

AND

M/S. CROSS WORLD POWER LTD. having its office at House # 06, Road # 92, Gulshan-2, Dhaka-1212, Bangladesh, the local agent of Tempest Brand, Diesel Generating Set, hereinafter referred to as the Contractor or Supplier which expression, where the context so admits shall include its successors in interest and assigns of the SECOND PARTY.

W H E R E A S the Second party has made the offer vide has letter no. Ref: CWPL-AM/0189/16F dated Jan 19, 2016 for supply, installation, testing and commissioning of 200KVA(Prime)/ 220KVA (Standby) rated **Tempest** Brand diesel generators with **Perkins**, UK engine and **Mecc-alte**, UK alternator, with local body build soundproof canopy and local ATS.



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Details scope of supply: The second party will ensure the following scope of supply to the first party.

01. 200KVA(Prime)/ 220KVA (Standby) rated Tempest Brand diesel generator with Local canopy and local ATS.
02. Carrying to site, Installation and commissioning of the generator without commissioning materials like power cable, control cable, silencer pipe extension (If needed), ducting (if needed), diesel, earthling etc.
03. First time lube oil and coolant as free of cost.

Terms and conditions:

PRICE:

The price of the 200KVA(Prime)/ 220KVA (Standby) rated Tempest Brand diesel generator with Local canopy and local ATS is Tk. 2,400,000/- (Taka Twenty four lac only.)

Delivery schedule:

2nd party will ensure the delivery of the generator to the first party site within 15 days of the payment received.

Schedule of payment:

The 1st Party will make the schedule of payment to the 2nd Party as per followings:

- P.1. 10,00,000/- (Ten lac) as advance as non refundable booking with work order.
- P.2. 10,00,000/- (Ten lac) to be paid upon delivery of the generator at site.
- P.3. 4,00,000/- (Four lac) to be paid within one month of successful commissioning.

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WARRANTY:

- a. **PRODUCTS:** SECOND PARTY provides a replacement warranty for 12 months of all parts for any manufacturing defect of the product, starting from the date of handover and a service warranty for 12 months from the date of commissioning.
- b. **SERVICE:** SECOND PARTY provides a service warranty for 12 months from the date of commissioning and official acceptance of the Generator. During this maintenance period if any Parts, Modules/spares are to be required, while the unit are used (without consumable items) the Second Party shall be liable to supply/ replace and install the same immediately free of cost. The normal servicing shall be done at least one in two month.
- c. **Spare parts:** SECOND PARTY will ensure 15 years the availability of the spare parts of the delivered and installed Generator.
- d. After 12 month Free Servicing period, SECOND PARTY will make a Service & maintenances Contact.

COMPLETION, INSPECTION & HANDING OVER:

After completion of installation and Commissioning of the Generator it shall be tested at site in continuous mode for 24 hours in full load, half load and no load conditions. And after successful test run the units shall be finally inspected and if everything is ok then the Generator shall be considered as "Finally Qualified Generator" for acceptance.

SAFETY ON SITE:

The Second Party shall ensure that while working at site his men are following all the safety rules and using all the appropriate safety gadgets/ means in order to avoid hazards/ accidents.

Arbitration:

The contract shall be governed by and construed in accordance with Bangladesh law and any dispute arising out of this contract shall be referred to arbitration in Dhaka in accordance with Bangladesh Arbitration Act 2001 or any statutory modification or re-enactment thereof the time being in force and Bangladesh International Arbitration Centre (BIAC) rules.

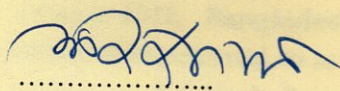
Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.

The **First Party** and the **Second Party** shall bear the cost in respect of their respective Arbitrator and the cost in respect of the **Third Party** shall be borne by both the Parties equally.

In witness whereof:

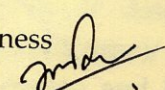
Both the Buyer & supplier have conceded in this agreement to be executed with their seal & signature as of the day & year first above written.

On behalf of
First party (Buyer)

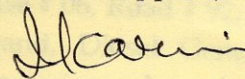


.....
Managing Director,
Fatema Real estate & Developers Ltd.

Witness


1. 
- 2.. Md. Moinul Hossain Razi

On behalf of
2nd party (Supplier)



Iftekhar Karim
Chief Operating Officer (COO)
CROSS WORLD POWER LTD

Witness

1. 
2. 