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DEED OF AGREEMENT

This DEED OF AGREEMENT is made on July 09, 2019 Christian era.

BETWEEN

Putul Properties Ltd. having its office at House-477, Road# 08, DOHS, Baridhara, Dhaka-1206. Represented by its Managing Director **Mrs. Sumaya Mostafa**, W/O: Mr. Tareq Mostafa and D/O: **Md. Torab Ali Khan and Jesmin Akter** is 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 # 1/B, Road # 90, Gulshan-2, Dhaka-1212, Bangladesh, the local agent and exclusive distributor of **TEMPEST Brand, Perkins Engine**, 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/2320/19-R01** dated July 09, 2019 for supply of Brand new TEMPEST Brand Diesel Generator.

Terms and conditions:

A.1. Product details: Brand new TEMPEST Brand Diesel Generator, Model: PS80, 80 kVA Prime 88 kVA Standby Diesel Generator with Local Canopy & Local ATS , 1500 RPM, 400/230 V, 3 Phase, 50 Hz, 0.8 P.F. as per our technical offer.

A.2. The other technical specifications as mentioned in the offer no. **Ref: CWPL-AM/2320/19-R01** dated July 09, 2019

B.1. PRICE: Brand new TEMPEST Brand Diesel Generator, Model: PS80 Diesel Generator with Local Canopy & Local ATS price is **BDT 11, 60,000.00 (BDT Eleven Lac Sixty Thousand Only).**



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[Signature]
Sumaya Mostafa
Managing Director
Punul Properties Ltd

[Signature]

B.2. Payment Schedule: The 1st Party has made the schedule of payment to the 2nd Party is as follows

- 50 % payment to be made at the time of confirmation of Order.
- 30 % payment to be made after delivery the Generator to the site.
- Balance 20% payment to be made after commissioning within 30days.

C.1. Warranty: As per standard of manufacturer, we provide 1500 running hours or 12 months whichever comes first effective from the date of delivery at the client's premises. Our warranty policy is for any manufacturing defects or any premature wear & tear due to usage. The faulty part(s) is/are replaced/repared within the warranty period. However, Warranty doesn't cover improper maintenance by the user, consumable items, servicing by unauthorized person, running the genset above it's capacity or any unauthorized modification of the genset.

C.2. Installation & Commissioning: The price quoted here includes Installation & Commissioning charge provided the genset is installed. However, this offer does not include the cost of commissioning materials, such as, Power/Control Cable, Lube Oil, Coolant, Diesel, Civil works, Ducting, Manual labor, Silencer pipe Extension Work, & any other materials that may be necessary for installation of the generator set.

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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.

For and on behalf of "Putul Properties Ltd".

Mrs. Sumaya Mostafa
Managing Director
Putul Properties Ltd

Witness:

- 1.
- 2.

For And On behalf of "CROSS-WORLD POWER LTD"

Md. Harunor Rashid
Chief Operating Officer
CROSS WORLD POWER LTD

Witness:

- 1.
- 2.