



छत्तीसगढ़ CHHATTISGARH

AB 108219

Equipment and Biomass Fuel Agreement

This agreement dated 02/12/2022 between **Sustainable Eco Solutions Pvt. Ltd.**, a company registered under the Companies Act, 2013 and having its registered office at Plot no. 122, Phase-5A, Maitri Nagar, Risali Bhilai Durg - 490006 (On behalf of the company, Mrs. Nishi Sajan has been assigned as the authorised person to execute the agreement.) and

Customer Name	Dr. Surekha Vinod Patil
Authorized Person	Principal
Billing Address	Bhilai Maitri College, Risali
City	Bhilai
Pin Code	490006
Telephone	9329559837

1. The Undersigned hereinafter called "the Customer" requests Sustainable Eco Solutions Pvt. Ltd. hereinafter called "the Company" to install and service for cooking food in the student mess of the college mentioned above, the equipment listed below; hereinafter called "the Equipment".

Equipment Type and description	Make/Size	Model	Serial Number	Security Deposit
Biomass Stove * 02	3500 MM	SES15F	SESPL/14 SESPL/15	Rs.11000

S.D. AMOUNT IN WORDS- Eleven Thousand only



2. The Company agrees to the request of the Customer while the Customer undertakes to not to assign, lease, sublet or remove the Equipment from the place installed by the Company without prior written consent thereto of the Company.
3. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
4. The consideration for installation and service of the Equipment being exclusive purchase of Biomass Fuel by the Customer from the Company at the Company's posted market price in effect from time to time at the time and place of each delivery and the Customer assures to procure minimum 1500 kg of Biomass Fuel every month from the Company excluding the vacations of the college.
5. The Biomass Fuel supplied by the Company is for the end use by the Customer and cannot be resold, lent by the Customer.
6. The Company assures the service/maintenance of the Equipment as and when required and timely supply of Biomass Fuel.
7. The Company shall have right to visit or enter the premises to inspect the Equipment without being liable for any damage caused thereby.
8. The Company will make at its own expense, all repairs and replacements of the Equipment necessitated through reasonable wear and tear on the Customer promptly notifying the Company of any required repairs.
9. The Company agrees to put forth its best efforts to provide service to the Customer, but it shall not be deemed to be in default for failure or delay in performance through acts of God, strikes, theft, sabotage, labour disturbances, boycotts, unavoidable accidents, riots, wars, shortage of labour, materials or supplies, inclement weather including flooding, impassable road conditions preventing delivery or for any other cause beyond control of either party.
10. The Customer agrees to take reasonable precaution to protect the Equipment and intimate immediately of any fault or defect in the Equipment and that only Sustainable Eco Solutions Pvt. Ltd shall have right of access and egress to repair the Equipment.
11. The Company shall not be liable for any injuries (including death) or damage occasioned to or suffered by any person or property from any cause whatsoever and the Customer shall indemnify the Company against any and all claims and liability for injury or death of persons or damage to property caused by or happening in connection with the Equipment or the condition, maintenance, possession, operation or use thereof.
12. Any party can terminate the agreement with 30 days prior notice to the other side and the security deposit without interest shall be refundable by the Company only after removal of the Equipment and after necessary deductions for damages caused to the Equipment not arising from regular wear and tear.
13. Upon termination of this agreement the Company is entitled to uninstall and carry the Equipment and shall not be responsible for the re-installation, installation or connection of any replacement equipment.
14. The Company reserves the right to terminate the agreement at any time, without notice or demand of any kind if one or more of the following occurs:
- a. if the Customer shall be at any time in default in payment of their account with the Company;



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- b. if the Customer shall be in default in respect to any of the terms or conditions of this agreement;
 - c. if the Customer violates or permits violation of the proprietary rights of the Company on the Equipment and/or the Biomass Fuel.
15. All disputes are subject to the sole jurisdiction of the courts in Durg.
16. Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
17. This agreement is for a term of one year and is automatically renewed for successive terms of one year unless either party to the Agreement gives thirty days written notice to the other party.

Place
Date:



Party No.1

(Authorized Signatory)

Nishi Sajan

Sustainable Eco Solutions Pvt Ltd
Plot no. 122, Phase-5A, Maitri
Nagar, Risali, Bhilai, Durg -490006
GSTIN: 22ABFCS3396C1ZI

Witness

1. Name Dr. PRABHA R KURUP
Address HOUSE NO: 1478, ST. NO: 32
SHANTI NAYAR.

ATTESTED

SALIL JHA
ADVOCATE, NATARY
DURG (C.G.)
N.6/10/15 Exp.Dt. 17/6/25

Party No 2

(Authorized Signatory)

Surekha Vinod Patil
Principal
Bhilai Maitri College, Risali

2. Name Jitendra Ku. Dewangan
Address Maitri Nagar, Risali

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WITNESS