AKM HOTELS PRIVATE LIMITED

To, Sudhir Power Ltd. EPIP Kartholi,Bari Brahmana,Jammu-181133,J&K(India)

Dated:01st December, 2021

Kind Attn.: Mr. Manish Nanda (GM Marketing)

Sub.: Purchase Order for the Supply of Two Number of 1250 KVA Silent DG Set Comprising of Engine Model KTA50-G coupled to 415v 1250 kva Stamford make alternator both mounted on common base frame with other entire accessories i.e. fuel tank, batteries with leads etc. for M/s AKM Hotels Pvt. Ltd., for the Hotel Project at KhasraN.218/3/2,218/3/3 MGRoad, NewDelhi-110074.

Dear Sir,

This has reference to the above-cited work, further, as per the discussion / negotiation held with Mr.Manish Nanda (GM Marketing), we are pleased to issue the supply order as per the following details, terms & conditions:-

Job Address: Khasra N.218/3/2,218/3/3 MG Road, New Delhi- 110074

Client Address: AKM Hotel Pvt. Ltd., Khasra N.218/3/2,218/3/3 MG Road, New Delhi- 110074.

WORK Period

From: .01.12.2021To:31.05.2022Order Type: Regular Bill Type Running

DLP Period: 24 Months from the date of final bill.

Nature of Work: Two Number of 1250 KVA Silent DG Set Comprising of Engine Model KTA50-G coupled to 415v 1250 kva Stamford make alternator both mounted on common base frame with other entire accessories i.e. fuel tank, batteries with leads etc. for M/s AKM Hotels Pvt. Ltd., COMPLETE IN ALL RESPECTS INCULDING TESTING & COMMISSOINING AS PER APPROVED DRAWINGS BY CONSULTANTS.

Scope of Work:

- Supplying of Two Number of 1250 KVA Silent DG as per final approved drawings by Consultant and AKM Hotels as per the attached specifications
- 2. Submission of as built drawings, documentation, spares list etc.
- 3. All the accessories shall be used as per the approved Makes.

Levans

Owner's Scope of Work:

1. Civil foundation.

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Schedule for supply of units:

Supply to be completed within the time frame as mutually agreed after the site is ready for execution.

Supply order value:

Value for supply of **Two Number of 1250 KVA Silent DG** INR 1,52,00,000/-(One Crore Fifty Two Lacks Only)Above prices Excluded of GST on date & rates are valid upto 31.05.2022, GST Invoices shall be provided.

In case of any revision / changes in Govt. Taxes & duties then same shall be applicable as an extra at the time of billing.

Also included the transport charges up to the site & unloading the DG in position as per the site in scope of AKM Hotels Pvt.Ltd.

The price shall be firm till completion of the work as per quantity required for completing the work.

Commercial Terms and Conditions

- Payment Terms for supply of Two Number of 1250 KVA Silent DG:
 - Advance-Rs.5,00,000/-(INR Five Lacks Only) by cheque No..000632,ICICI BANK,SOUTH EXTENTION PART-2,NEW DELHI-110024.
 - Balance against delivery of material at site/Hotel as per site requirement or as per mutual understanding.
- 5% corporate guarantee has to be submitted by you vide undated cheque in favour of M/s AKM Hotels Pvt. Ltd. and shall be release after satisfactory completion of the work.

Warranty: -24 months of date of Commissioning.

ADDITIONAL TERMS & CONDITIONS

- 1. Bill to be raised in the name of AKM Hotels Pvt. Ltd. having GST No.07AAECA9353P1Z3and registered address at Khasra N.218/3/2,218/3/3 MG Road, New-Delhi-11074.
- 2. The above price is fixed for Two Number of 1250 KVA Silent DG complete will respect.

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- 3. It is the responsibility of Sudhir Power Ltd. the to coordinate with M/s Nicco for timely carry out all connected works, quality of installation as per company guidelines, testing and commissioning of systems with necessary support from their service engineer and support letter to this effect shall be obtain from them.
- 4. Transit insurance scope of Sudhir Power Ltd.
- 5. Test Certificate shall be required along with the material.

Material and Workmanship Guarantee:

1. Subject to the terms of payments being punctually complied with and the equipment being operated properly, the equipment covered by the contract work is guaranteed by you against faulty materials and workmanship for a period of twenty four months from the date of billing of machinery involved in the execution of contract works, whichever ends earlier, by repairing or at our option replacing free of charge, the faulty parts that may be found during such periods.

Arbitration: -

In the event of any dispute or difference between the parties arising however from this contract, the same shall unless amicably settled, be referred to two arbitrators, one to be appointed by each party. The two arbitrators shall before entering upon the reference, appoint an umpire. The decision of the two arbitrators or the umpire, as the case may be shall be final and binding between the parties. The arbitration proceedings shall take place in Delhi. This is an agreement for arbitration within the meaning of Indian Arbitration Act 1940, including any statutory renactment or modification thereof.

Thanking You, Yours Faithfully For AKM Hotels Pvt. Ltd.

(Authorized Signatory)

For Sudhir Power Ltd.

(Authorized Signatory)

1.12 2021