



Certificate No. E0G2024H1256

Stamp Duty Paid : ₹ 1000  
(Rs. Thousand Only)

GRN No. 119880842



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Bml munjal university

H.No/Floor : Na

Sector/Ward : Nh8

LandMark : 67 km milestone

City/Village : Sidhrawali

District : Gurugram

State : Haryana

Phone: 98\*\*\*\*\*31

**Buyer / Second Party Detail**

Name : Dawson solar Semiconductors pvt ltd dssp

H.No/Floor : 5

Sector/Ward : 1

LandMark : Dc enclave wazirpur

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone : 98\*\*\*\*\*31

Purpose : SERVICE AGREEMENT

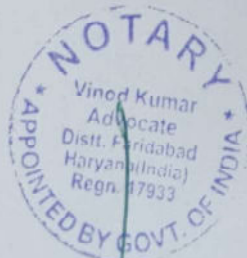
Regn. No. 272  
Date 07/08/24The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>**SERVICE AGREEMENT**

This Service Agreement (Agreement hereinafter) is made and executed at Faridabad, Haryana on this 07<sup>th</sup> day of July 2024, between

**BML MUNJAL UNIVERSITY**, an educational institution established under the Haryana Private University Act, having its campus at 67 KM Milestone, NH-8, Sidhrawali, Gurugram, Haryana, through its Authorised Representative- hereinafter referred to as the "BMU", (which term, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) through - **Dr. Abhimanyu Singh Rana, Director-R&D, Head of Centre for Advanced Materials and Devices, BML Munjal University**, who is duly authorized to execute these presents, of the one Part.

AND

**Dawson Solar And Semiconductors Pvt. Ltd. (DSSPL)**, a Company incorporated under the Companies Act, 2013 having its office at Plot No. 5, Gali No.1, DC Enclave, Wazirpur, Faridabad-121002, Haryana, India, hereinafter referred to as "DSSPL" (which term unless repugnant to the context or meaning thereof shall include its successors and permitted assigns) through its Director, Mr. Amlan Ajay, who is duly authorized vide Board Resolution dated 06<sup>th</sup> June 2024 to execute these presents of the other Part.



For Dawson Solar And Semiconductors Pvt. Ltd.

Director

BMU and DSSPL are hereinafter referred to collectively as 'Parties' and individually as 'Party' as the context may require.

WHEREAS, BMU has a Centre for Advanced Materials & Devices (CAMD), which has the capability to provide basic and advanced research facilities to carry out translational research in different areas of science, engineering and technology.

WHEREAS, DSSPL is already engaged in development of active materials- cathode and anode materials for lithium/ sodium ion batteries and also for super-capacitors, and has approached BMU for providing scientific consultancy, material testing/ characterization, coin cell fabrication and performance analysis of materials provided by DSSPL as per the scope of services defined hereinafter and BMU has agreed to provide the said services based on the representation of DSSPL on the terms and conditions as agreed below.

NOW THEREFORE, IT IS HEREBY AGREED UPON BY AND BETWEEN THE PARTIES HERE TO AS GIVEN UNDER:

**1.0 Scope of Services :**

- 1.1 The following are the scope of services to be extended by BMU through its CAMD lab to DSSPL including activities that both the parties can execute together: -
- a) Testing and Characterization of battery active materials provided by DSSPL.
  - b) Performance Testing its analysis through Cell fabrication and testing of battery active materials provided by DSSPL.
  - c) Both the parties can collaborate and enter into fund raising/ grant through government channels for settling up lab/pilot- scale manufacturing/testing facility based on lithium/ sodium ion battery components jointly.
  - d) Organizing technical summits/ demonstration based on the work that both the parties are undertaking with each other with mutual agreement.
  - e) Any other assistance / service sought beyond the above scope of services can be provided by BMU to DSSPL if, and to the extent agreed to by BMU, and with additional charges as mutually agreed.
- 1.2 DSSPL may nominate its personnel to observe or be otherwise involved during the process of BMU providing the services and will notify BMU about the details of such personnel.
- 1.3 For carrying out the above services, DSSPL shall use all inputs (raw materials, packing, site visit expenses, equipment/ personnel out-sourcing charges, etc.) at its own risk and costs.



For Dawson Solar And Semiconductors Pvt. Ltd.

Director

## 2.0. Period of Agreement

This Agreement is valid for a period of 60 months from the date of its signing subject to renewal every 12 months after review of effectiveness. The date of signing of this agreement by both the parties shall be treated as an effective date. Also, the validity may be extended thereafter by mutual consent in writing.

## 3.0 Termination

This Agreement may be terminated under any of the following circumstances:

- By either Party by giving notice of 30 (thirty) days in writing after at least 12 months of execution of this agreement.

## 4.0 Agreement Fee/ Costs:

4.1 DSSPL will provide the grants from time to time for the acquisition/ upgrading of the machinery/ equipment, hire manpower (research interns) and consumables as will be mutually agreed upon. CAMD will give access to the lab facilities and provide scientific consultancy. Following actions points have been planned (but not limited to) for the first 12 months:

- Glove box restarting.
- Setting up of standard doctor's blade for electrode coating.
- Upgradation of existing Cyclic Voltammetry equipment to test coin cells.

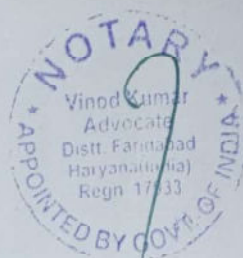
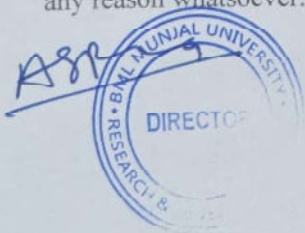
4.2 By mutual agreement, DSSPL would pay all charges required for these action points and any raw material used, third party testing charges and charges towards engagement of any external consultant which both parties deem necessary for delivery of the scope of services.

4.3 The total estimated budget for first 12 months of the agreement for acquisition of machinery, manpower and consumables will be approximately Rs. 5,00,000 (Rupees five lakhs) and this amount will be provided by DSSPL as their contribution in quarterly manner or as and when required. Therefore, for the first installment of payment Rs. 1,25,000 (Rupees one lakh twenty-five thousand) will be contributed by DSSPL to BMU soon after execution of this agreement and so on for the first year. Also, funds that will be left utilized after the end of any quarter/ year will be carried forward to the next quarter/ year.

## 5.0 Liability of BMU

5.1 The aforesaid services shall be provided by BMU in good faith to the best of its ability. BMU will not bear any liability or responsibility in the event of unsuccessful or unsatisfactory results etc. under this Agreement.

5.2 BMU will not be responsible for any expense or loss to personnel or property of DSSPL due to any reason whatsoever.



For Danson Solar And Semiconductors Pvt. Ltd.

*[Handwritten Signature]*

Director

5.3 BMU shall ensure that all personnel engaged from its side for the performance of the scope of services are have, read understood all the terms of this agreement and shall abide by them.

**6.0 Liability of DSSPL**

- 6.1 DSSPL agrees to indemnify BMU against any loss / damage/ injury caused by acts of omission / commission by DSSPL or its personnel.
- 6.2 DSSPL hereby agrees that neither DSSPL nor its personnel shall make any claim against BMU at any time during the term of this Agreement or any time thereafter, for any compensation for illness, accident, injury, disability etc. to any of its personnel or materials deputed under this Agreement.
- 6.3 DSSPL shall insure any raw materials/ other materials, supplied by it to BMU for providing services defined under this Agreement at its own cost.
- 6.4 DSSPL warrants that without the prior written consent of BMU, it shall not assign/ transfer its rights and obligations under this Agreement to any other party.
- 6.5 BMU shall not be responsible for any claim for wages or salaries of the employees/staffs/labors of DSSPL at any point of time and the same shall be sole responsibility of DSSPL.

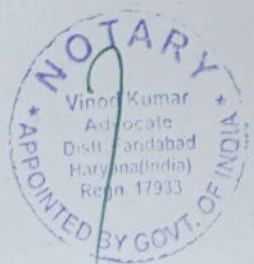
**7.0 Confidentiality**

- 7.1 Either Party shall not, without the written permission of the other Party, disclose any confidential information to any third party, person, entity, etc. in any manner, directly or indirectly. For the purposes of this Agreement, confidential information shall mean all information shared between the Parties whether in writing, oral, graphic, visual, tangible or intangible form relating to either Party's know-how and technologies, financial data, financial results, costs and prices, details of suppliers, employees, consultants, business strategies, trade secrets, customer information and the like, whether designated confidential or not by the Parties, and whether such information has been gained by either Party directly or indirectly.
- 7.2 The aforesaid provisions of the clause 7.1 shall survive or shall remain in force for further period of 5 (five) years after termination of this Agreement.

**8.0 Force Majeure**

- 8.1 BMU shall not, in any way, be held liable for non-performance either in whole or in part of this Agreement, or for any delay in performance thereof, as a consequence of any strike, lock-out, non-availability of materials, fire, breakdowns or accidents, riots, war, insurrection, or restraints imposed by Central or State Governments, acts of legislature or by any other authority or by reason of any other causes whatsoever beyond its control.
- 8.2 In the event of force majeure, both Parties will get together to mutually agree on a revised schedule or, if necessary, revised scope of services and terms.

**9.0 Alteration of Agreement**



For Dareson Solar And Semiconductors Pvt. Ltd.

*Anil Kumar Singh*

Director

The terms and conditions contained in this Agreement can be altered only by mutual consent in writing by both Parties.

#### 10.0 Intellectual Property Rights (IPR) & Commercial Implementation Rights

DSSPL is already manufacturing active materials- cathode and anode materials for lithium/sodium ion batteries and also for super-capacitors and has IPR for manufacturing of the same materials and their iterations and BMU will respect the same. DSSPL shall hold the IPR derived from all the materials and their iterations that will be given to BMU for execution of the scope of services and BMU shall not at any level advertise or publish any claim over any aspect of such materials. Also, the commercial implementation rights of manufacturing the battery active materials and their iterations will always rest with DSSPL even for future lab/ pilot scale projects mentioned in sub-clause "c" of Clause 1.1.

#### 11.0 Governing Law & Jurisdiction

Disputes arising between the Parties out of, or in connection with this Agreement shall be as far as possible settled amicably. If amicable settlement cannot be reached within 30 (thirty) days from the date of occurrence of the dispute, the matter under dispute shall be finally settled in accordance with the Laws in India. Jurisdiction of Gurugram/ Faridabad Courts shall apply to this Agreement.

#### 12.0 Other Terms

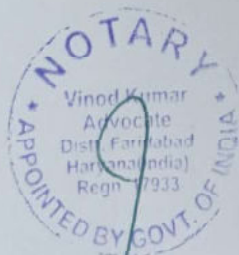
Any and all notices, consents, claims, requests or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing either through facsimile/ mail or by electronic mail. The notice aforementioned shall be given at the following addresses (or to such other address as any Party may specify by notice to the other Party) to the attention of the following persons:-

##### In case of BMU:-

Dr. Abhimanyu Singh Rana,  
Director-R&D  
Head of Centre for Advanced Materials and  
Devices, BMU Munjal University,  
Sidhrawali, Gurgaon 122413  
Email: abhimanyu.rana@bmu.edu.in

##### In case of DSSPL:-

Mr. Amlan Ajay,  
Director Dawson Solar and Semiconductors  
Pvt. Ltd. Plot No. 5, Gali No.1, DC Enclave  
Faridabad -121002, Haryana.  
Email: amlandawson@gmail.com/  
info@dawson.co.in



For Dawson Solar And Semiconductors Pvt. Ltd.

Directr

IN WITNESS WHEREOF, this Agreement has been executed in two copies by the duly authorized representatives of both Parties with each Party holding one copy thereof.

For and on behalf of BMU



Dr. Abhimanyu Singh Rana  
Director

For and on behalf of DSSPL

For Dawson Solar And Semiconductors Pvt. Ltd.

*Amlan Ajay*  
Director

Mr. Amlan Ajay  
Director

Witnesses:

(1)

Signature :

*Necraj K Sharma*

Date :

07.08.2024

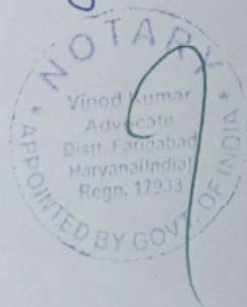
Name :

Necraj K Sharma

Address:

BML Munjal University  
Siddharawal, Gurgaon

I know the Deponent and He/She  
Signed Print. His./Her Thumb  
Impression in My Presence



Witnesses:

(1)

Signature :

*Aprant*

Date :

07/08/2024

Name :

APRANT AJAY

Address : #1102, D3, PURI PRANAYAM  
SECTOR-82-85, FARIDABAD  
HARYANA - 121002

ATTESTED AS IDENTIFIED

Notary Faridabad (Haryana)

07 AUG 2024