CONSULTANCY AGREEMENT

This Consultancy Agreement (hereinafter referred to as the "Agreement") is entered into and made effective as of this **5th day of June, 2025** (the "Effective Date").

BY AND BETWEEN:

TERRA GREEN TECHNOLOGY, having its principal place of business or registered office at [Insert Address] (hereinafter referred to as the **"Client"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

The Department of Chemical Engineering, Haldia Institute of Technology, located at ICARE Complex, HIT Campus, Hatiberia, Haldia, West Bengal 721657 (hereinafter referred to as the **"Consultant"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).
The Client and the Consultant shall collectively be referred to as the "Parties" and individually as a "Party."

1. Scope of Work & Project Objective

1.1 The Consultant agrees to provide professional research and development consultancy services to the Client for the project titled **"Development of a Dual-axis solar tracker PV system for industrial application"** (hereinafter referred to as the "Project").

1.2 The technical specifications, milestones, and deliverables shall be executed as mutually agreed upon by both Parties.

2. Responsible Personnel (Investigators)

The Project will be spearheaded and executed under the direct supervision of the following key personnel from the Consultant's side:

- **Dr. Sunil Baran Kuila**, Professor and Head, Department of Chemical Engineering, Haldia Institute of Technology.
- **Dr. Biswajit Mandal**, Associate Professor, Department of Chemical Engineering, Haldia Institute of Technology.

Head
Dept. of Chemical Engg.
Haldia Institute of Technology

TERRA GREEN TECHNOLOGY
Partner

3. Tenure & Duration

This Agreement shall commence on the Effective Date (**5th June, 2025**) and shall remain in full force and effect for a total tenure of **one and a half (1.5) years** (18 months), concluding on **4th December, 2026**, unless extended or terminated earlier in accordance with the terms herein.

4. Consultancy Fee & Payment Terms

4.1 In consideration of the services rendered, the Client agrees to pay the Consultant a total consulting amount of **₹3,00,000/- (Rupees Three Lakh Only)**, exclusive of applicable statutory taxes (such as GST), if any.

4.2 The payment schedule shall be broken down into milestones as follows:

- 70% payment will be made after the development of lab scale prototype
- Remaining payment will be made after its scale-up for industrial application.

5. Intellectual Property (IP) Rights

5.1 Any intellectual property developed solely by the Consultant prior to this Agreement remains the property of the Consultant.

5.2 Any new Intellectual Property (IP), including patents, designs, or software code, generated directly out of the scope of this Project shall be jointly owned by both Parties, subject to academic publication rights for the Consultant.

6. Confidentiality

6.1 Both Parties agree to keep all technical, commercial, and financial information disclosed during the course of this Project strictly confidential.

6.2 Neither Party shall disclose any confidential data to a third party without the prior written consent of the disclosing Party. This obligation shall survive the expiration or termination of this Agreement for a period of [e.g., 3 years].

Head
Dept. of Chemical Engg.
Haldia Institute of Technology

TERRA GREEN TECHNOLOGIES
Partner

7. Termination

7.1 Either Party may terminate this Agreement by giving **30 days' written notice** to the other Party in the event of a material breach of terms that remains uncured.

7.2 In the event of premature termination, the Client shall compensate the Consultant proportionately for the work completed up to the date of termination.

8. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts located at [Insert preferred city/district, e.g., Haldia/Purba Medinipur], West Bengal.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement on the day, month, and year first written above.

For and on behalf of:

TERRA GREEN TECHNOLOGY

TERRA GREEN TECHNOLOGIES

Authorized Signatory

Partner

Name: TAPOTANAY PAL

Designation:

Date: 05/06/2025

For and on behalf of:

Chemical Engineering Department, Haldia Institute of Technology

Dr. Sunil Baran Kuila

Professor & Head, Chemical Engineering Dept

Date: 05/06/2025

Head
Dept. of Chemical Engg.
Haldia Institute of Technology

HALDIA INSTITUTE OF TECHNOLOGY
CHEMICAL ENGG. DEPT.

Dr. Biswajit Mandal

Associate Professor, Chemical Engineering Dept

Date: 05/06/2025

Witnesses:

1. _____
2. _____