

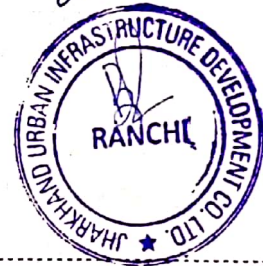


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Jharkhand

## e-Stamp

Certificate No. : IN-JH19697094355997R  
 Certificate Issued Date : 31-Jul-2019 12:10 PM  
 Account Reference : NONACC (SV)/ jh9000404/ RANCHI/ JH-RNC  
 Unique Doc. Reference : SUBIN-JHJH900040426746229567844R  
 Purchased by : J K ENTERPRISES  
 Description of Document : Article 5 Agreement or memorandum of an Agreement  
 Property Description : AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : JUIDCO LIMITED  
 Second Party : J K ENTERPRISES  
 Stamp Duty Paid By : J K ENTERPRISES  
 Stamp Duty Amount(Rs.) : 500  
 (Five Hundred only)



*Certified copy*

-----Please write or type below this line-----

### AGREEMENT FOR THE PROJECT TITLE:

**"Construction (including structural design) of 80 Dwelling units in 4 number of G+3 blocks at Gumo, Jhumritelaiya under Pradhan Mantri Awas Yojana (Urban) [Package HJ]" (NIT: JUIDCO/PMAY/VIII/2019/232)**

This Agreement made and executed at Ranchi on this 28<sup>th</sup> day of AUG, 2019.

AGREEMENT NUMBER: **329** - (JUIDCO)

M/S J.K. ENTERPRISES

Partner

**SR 0003407199**



#### Statutory Alert:

1. The authenticity of the Stamp Certificate should be verified at [www.e-stamp.gov.in](http://www.e-stamp.gov.in). Any discrepancy in the details on the Certificate and as available on the website shall be a fraud.
2. The details of the certificate are for the users of the certificate.
3. In case of any discrepancy or issue, contact the Competent Authority.

BY AND BETWEEN

**JHARKHAND URBAN INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED** (JUIDCO Ltd.), a company owned by Government of Jharkhand, incorporated under (Indian) Companies Act, 1956 having its registered office at Principal Secretary, Room NO. 411, Urban, Development Department, Project Building, Dhurwa, Ranchi-834004 and presently working at 3<sup>rd</sup> Floor, Pragati Sadan, Kutchery Chowk, Ranchi-1, Jharkhand, (hereinafter called "the Employer" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors in office and permitted assigns) through its authorized representative **SHRI BINAY KUMAR ROY, General Manager (Planning & Execution) JUIDCO Ltd. of the FIRST PART;**

AND

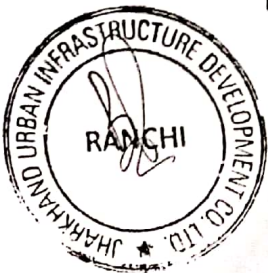
**M/S J.K.ENTERPRISES** a Partnership Firm registered under Indian Partnership Act, 1932 vide No. 344/2019 having its Registered Office at Green View Heights, B-6002, Diwakar Nagar, Bariatu, Ranchi – 834009, Jharkhand (Hereinafter called "the Contractor" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors in office and permitted assigns) through its authorized representative **SHRI JEETENDRA KUMAR, Partner** aged about 45 years of the **SECOND PART:**

Whereas the Employer is desirous that the Contractor execute the work/Project as mentioned below: (NIT: JUIDCO/PMAY/VIII/2019/232)

"Construction (including structural design) of 80 Dwelling units in 4 number of G+3 blocks at Gumo, Jhumritelaiya under Pradhan Mantri Awas Yojana (Urban) [Package H]" under Urban Development and Housing Department, Govt. of Jharkhand (hereinafter called "the Works") and the Employer has accepted the Bid by the contractor for the execution and completion of such works and the remedying of any defects therein, at the cost of Rs.4,49,92,790.00/- (Rupees Four Crore Forty Nine Lakh Ninety Two Thousand Seven Hundred Ninety Only) Contract price shall be inclusive of all duties & taxes i.e. GST etc.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

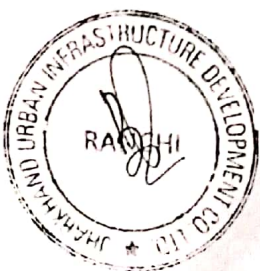


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M/S J.K. ENTERPRISES

Partner

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The mobilization advance will be interest bearing at an interest rate of 10% per annum.
5. The Bank Guarantee taken towards security of Mobilization Advance shall be 110% of the advance.
6. Mobilization Advance shall be released in not less than two equal installments subject to the submission of certificate on part of the Agency relating to the progress of work and Mobilization of the required equipment. (Utilization Certificate of the first installment).
7. The Contractor will furnish part 'Bank Guarantees' (BGs) against the Mobilization advance shall be taken in as many numbers as the proposed milestones in Contract Data. Deduction of advance will commence after releasing of payment (Running Bill) equivalent to at least 20% of Contract Price / Completion of 6 months from the date of payment of 1<sup>st</sup> instalment of Mobilization Advance / 3<sup>rd</sup> RA Bill whichever is earlier (as per SBD).
8. In case of non-achievement of milestone and accordingly non-production running bills and consequently non-recovery of Mobilization advance, the Part BG against the Mobilization advance to that extent shall be forfeited.
9. Submission of insurance paper is to be done before releasing of mobilization advance or releasing of 1<sup>st</sup> Running Bill, whichever is earlier.



M/S J.K. ENTERPRISES

Partner

10. The following documents shall be annexed to form and be ready and construed as part of this Agreement viz.

- (i) The Contract Agreement;
- (ii) Letter of Acceptance, notice to proceed with the works;
- (iii) Contractor's Bid;
- (iv) Contract Data;
- (v) Conditions of Contract including Special Conditions of Contract;
- (vi) Employer's Requirements;
- (vii) Technical Specifications;
- (viii) Concept Drawings & Data along with Tender documents;
- (ix) Any other document listed in the Contract Data as forming part of the Contract.

#### 11. TERMINATION

It shall be as per provisions contained in the bid document.

#### 12. DISPUTE RESOLUTION

a. Amicable Settlement

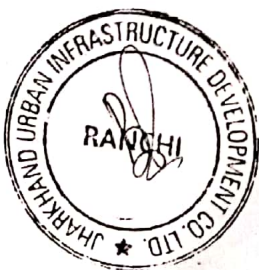
The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

b. Negotiation and/or Mediation

In case the dispute is not resolved amicably, the matter shall be resolved through negotiation and/or mediation.

c. Arbitration

In case the dispute is not resolved by either of the above stated modes, it shall be settled by the arbitrator under the Arbitration and Conciliation Act, 1996 and its decision would be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings. The venue of the arbitration shall be Ranchi, Jharkhand. A retired High Court Judge may be nominated by the Client to act as arbitrator or as the case may be. Pending the submission of and/or decision on the dispute, difference or claim or until the arbitral award is published, the Contractor shall continue to perform all its



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obligations under this contract without prejudice of final adjustment in accordance with such award.

**13. LEGAL JURISDICTION**

This agreement shall be subject to the exclusive jurisdiction of the Courts at Ranchi, Jharkhand.

**14. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of India. Neither Party nor the Contractor shall have the right to transfer or assign their responsibilities resulting from this Contract.

**15. AMENDMENTS AND MODIFICATIONS**

This Contract constitutes the entire understanding between both the parties relating to the works and it shall not be amended or modified except as agreed in writing by both the Parties.

This Contract contains 5 (five) pages in total and annexure thereof.

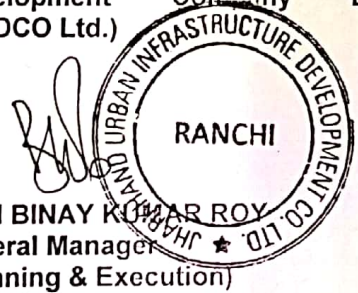
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and executed by its duly authorized officers and have set their hands as of the date first above written.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

Jharkhand Urban Infrastructure Development Company Limited (JUIDCO Ltd.)

M/s J.K. Enterprises



M/S J.K. ENTERPRISES

*[Signature]*

Partner

SHRI BINAY KUMAR ROY  
General Manager  
(Planning & Execution)

SHRI JEETENDRA KUMAR  
Partner

Seal & Signature of the Employer

Seal & Signature of the Contractor

WITNESSES:

WITNESSES:

1. *[Signature]*  
2. *[Signature]*

1. *[Signature]*  
2. *[Signature]*