



उत्तर प्रदेश UTTAR PRADESH

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**CONTRACT OF CONSTRUCTION
OF RESOURCE EFFICIENT BRICKS (REBs)
MANUFACTURING PLANT**

Between

M/S A J Consultancy & Enterprises

And

M/S Sauga Bricks Privet Limited

CONTRACT OF CONSTRUCTION OF RESOURCE EFFICIENT BRICKS (REBs) MANUFACTURING PLANT

PARTIES

- This Construction Contract Agreement (hereinafter referred to as the “**Agreement**”) is entered into on 1st day of July, 2023 (the “**Effective Date**”), by and between M/S **A J Consultancy & Enterprises**, with an address of B005/00242 Sector-15 Kharar, Mohali – 140301 Punjab (hereinafter referred to as the “**Constructor**”), and M/S **Sauga Bricks Privet Limited** with an address of **303, Shabga, Baghpat, Uttar Pradesh** (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

CONSTRUCTION PROPERTY

- The Property that is to be constructed is located at the following address:

Khasra No. 961, Village Shabga, Block Baraut, District Baghpat, Uttar Pradesh, PIN 250617.

SCOPE OF WORK

The Constructor agrees to perform the construction described below:

1. Tunnel fire kiln (3.6m * 130m)
 2. Tunnel dryer kiln (3.6m * 130m)
 3. Wire, Cable, Lighting of the project.
 4. Belt Conveyor
 5. Track and Auxiliary Material
 6. Kiln Car (Trolley) YC 3.6x3.7
 7. Equipment & Kiln Foundation, Carriage return & ferry line construction.
- In addition, the Constructor agrees to abide by and perform all the work that is shown on the construction plan available on the property's site.

TERM

- This Agreement shall be effective on the date of the signing this Agreement (hereinafter referred to as the "Effective Date") and will end when the construction services are completed.
- The term of this Agreement may be extended upon the provision of written consent from both Parties.
- The Parties agree that the Construction will begin on 01.08.2023 and will end on or before 31.07.2024.

PAYMENT AND FEES

- The Parties agree that the total cost of the services will be **INR 1382.64 Lakh** where 30% will be paid at the signing of this Agreement and 100% will be paid at the completion.
- The payment should be made as and when demanded by the constructor to procure the material.
- The Parties agree that the Constructor will provide an invoice to the Client for the Services he/she completes after completion of every item mentioned above.
- The Parties agree that the means of payment will be via bank transfer or cheque only, no cash payment will be accepted.

PERMITS AND LICENSES

- The Parties agree that it is the duty of the Constructor to obtain all permits and licenses needed to commence in the construction of the site and provide his/her services.
- The Parties further agree that the **Client** will be responsible to pay the fees for the governmental inspections, if need be.

USAGE OF MATERIALS AND LABOR

- The Parties agree that it is the Constructor's responsibility to provide as well as pay for any labor and/or equipment needed to complete the construction as per the Agreement.
- The Parties further agree that the materials used for the construction are to be brand new.

ADDITIONAL RESPONSIBILITIES OF THE CONSTRUCTOR

The Constructor agrees to the following:

1. To supervise, manage and complete all the construction services as per this Agreement.

2. To keep record of the documents in a safe place accessible only to the Constructor and the Client.
3. To take all necessary precautions for all safety in general.
4. To bear responsibility for any acts of negligence and emergencies and accidents.
5. To provide a guarantee to the Client that the work commenced will be in accordance with the documents of this Agreement.
6. To maintain the property, keep it clean, and to safely dispose of hazardous materials and waste.
7. To train personnel on handling hazardous materials and to be responsible for any illness, damage, or loss of personnel.

INSURANCE

- The Parties agree that it is the **Client's** responsibility to purchase an insurance policy for the construction.
- The Parties further agree that it is the Client's responsibility to maintain an insurance that covers replacement costs in the event of fire, theft, act of nature and/or casualty(s).

TERMINATION

- This Agreement may be terminated in case the following occurs:
 1. Immediately in case one of the Parties breaches this Agreement or one of the conditions set forth in this Agreement and does not amend them within a period of one month.
 2. This Agreement will automatically be terminated when both Parties complete their obligations.

INDEMNIFICATION

- The Constructor agrees to hold harmless as well as indemnify its personnel, employees and others against all liabilities, expenses, claims or other.
- The Constructor further agrees to be held responsible for providing a defense against the aforementioned liability, claims and/or demands, if any.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties in writing.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to Arbitration/mediation/negotiation) in accordance with, and subject to the laws of The Arbitration and Conciliation Act, 1996.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

FOR CONSTRUCTOR

Name: Paknkaj Kumar Mehta

Signature:



FOR CLIENT

Name: Nitik Arya

Signature:

