

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP00680850415188U

Certificate Issued Date : 20-Sep-2022 12:29 PM

Account Reference : NEWIMPACC (SV)/ up14045904/ GAUTAMBUDDH NAGAR 2/ UP-GBN

Unique Doc. Reference : SUBIN-UPUP1404590494028859424019U

Purchased by : MAA DURGA ENTERPRISES

Description of Document : Article 5 Agreement or Memorandum of an agreement

Property Description : PLOT NO-3, SECTOR-82, NOIDA, G.B.NAGAR, UP

Consideration Price (Rs.)

First Party : PRESIDENT KENDRIYA VIHAR II AOA

Second Party : MAA DURGA ENTERPRISES
Stamp Duty Paid By : MAA DURGA ENTERPRISES

Stamp Duty Amount(Rs.) : 100

(One Hundred only)







Please write or type below this line

CONTRACT AGREEMENT FOR PROVIDING GARBAGE COLLECTION SERVICES IN KV-II, SECTOR-82, NOIDA

THIS CONTRACT signed between **M/s Durga Enterprises** Vill-Garhi Sharda, Sector-141 NOIDA B Nagar (UP) hereinafter called the "Contractor" and the Apartment Owners Association, Kendriya Vihar-II Sector-82 Noida (UP) hereinafter called the "AOA, KV-II" on this 1st Day of August 2022 with the agreement that the contractor shall provide comprehensive service for door to door garbage collection from all the flats of the society in Kendriya Vihar-II, Sector-82, Noida (U.P) for a period of one year with a maximum contractual price of Rs 50,000/- (Rupees Fifty thousand only) per month plus GST.

The work of contractor shall be watched for the first three months of the period of contract and will be continued for the rest of a period of contract subject to his performance being found satisfactory and upto the mark.

The contractual price shall remain firm during the period of contract and shall be subject to actual garbage collection every day services.

Statutory Alert:

. The authenticity of this Standard unione should have discrepancy in the details on this Certificate

Any discrepancy in the obtains on this Certificate.

The onus of checking the legitimacy is on the us

The orius of crieding the Against place inform the City
 In case of any discrepancy please inform the City

nnp.com' or using e-Stamp Mobile App of Stock Holding baile / Mobile App renders it invalid

PROPRIETOR

The GARBAGE COLLECTION service in Kendriya Vihar-II shall be provided by the Contactor/firm under the terms and conditions of this Agreement as stated hereunder:

GARBAGE COLLECTION services in KV-II, Sector-82, NOIDA.

Terms and Condition of Contract:

1. Personal

- 1.1 The Contractor/firms shall provide comprehensive **GARBAGE COLLECTION** services in the KV-II Complex on all seven (7) days of the week by employing 06 laborers for door to door collection of garbage.
- 1.2 The Contractor/firm will ensure collection of Garbage from 07 AM to 01 PM every day.
- 1.3 The authorized representative of the Contractor/firm shall maintain regular liaison with the Housekeeping In-charge (AOA)
- 1.4 The authorized representative of the Contractor/firm shall check actual garbage collection every day the same AOA office by 10 AM on weekly basis to the Housekeeping In-charge (AOA)
- 1.5 The contactor/firm shall furnish to the AOA complete details of the personnel employed by him for housekeeping job in the KV-II complex including name, photo, residential and permanent address along with police verification documents before actual commencement of the services.
- 1.6 It would be sole responsibility of the contractor/firm to tackle any situation arising in respect of dumping of the garbage out of KV-II, as collected.

2. Period of Contract

- 2.1 This Contract with the AOA shall be valid for a period of one (1) year from 1st August 2022. The Contactor period can be extended for further period by mutual consent. The Contract value will remain firm throughout the period of contract.
- 2.2 The AOA shall have the right to terminate the Contract with one month of prior notice if the performance of the contractor is not found up to the mark as per the contract agreement.

3. Payment Terms

3.1 The Contractor/firm shall generate bill on monthly basis by 4th date of every month, enclosing attendance sheet.

Payment to the Contractor/firm shall be made through A/c payee cheque after proper verification of bills and ensuring satisfactory completion of work. Tax and surcharge as per the rules in force shall be deducted.

MAA DURGA ENTERPRISES

PROPRIETOR

3.3 The AOA, KV-II, Sector-82, Noida shall have the right and been entitled to withhold payment to the contactor/firm in the event of any breach of terms & conditions of the agreement. The decision of the President, AOA or his authorized representative in this regard shall be final.

4. Other/ General

- 4.1 The Contractor/firm shall arrange water proof bags for collecting garbage/waste and ensure that are not spilled anywhere in the KV-II complex.
- 4.2 The garbage collected from the KV-II complex shall be taken away without any delay.

5. Performance / Security Deposit

- The Contactor/firm shall furnish a **Performance / Security Deposit** of Rs. 1,00000/- (One Lakh Only). This amount shall be refunded to the contactor/firm on satisfactory completion of contracted services or as and when the contract is terminated after settling any loss/damage of KV-II property. No interest shall be paid by the Association on the performance/security deposit for the above said period.
- It will be obligatory on the part of the contactor/firm to maintain the contract for a minimum period of one year at the quoted rates. Any termination of the contract on the part of the contractor/firm shall make him liable to forfeiture of Performance/ Security Deposit.

6. Penalty

6.1 In case of failure in collecting garbage, the Contractor/ firm will be fined with Rs.500/-for each day.

7. Confidentiality

7.1 The Contactor/firm shall endeavor that under no circumstances the Laborers shall divulge or make known any such information about infrastructure and the residents which may prove detrimental to the AOA.

8. Force Majeure

The obligation of the Contractor/firm and the AOA, KV-II shall be suspended when eit party is subjected to Force Majeure which can be termed as civil disturbance, riots, stotempest, acts of God beyond the control of man, emergency states etc.

9. Settlement of Disputes

- 9.1 Any situation which man arise and which is not specifically mentioned in this agreement may first be sorted out by mutual sitting of both the parties.
- 9.2 That the disputes between the parties to this agreement arising out of or touching upto this agreement shall be referred to the sole arbitrator President AOA, KV-II and as decided by him with mutual discussion shall be final and binding on both the parties.
- 9.3 The Contractor/form and the AOA, KV-II acknowledges that this agreement and these conditions contain the whole agreement amongst the parties and they have not relied upon any oral or written representations and the Contractor or its employees or agents expension.

2011 PROPRIETOR

- In witness whereof the parties hereunto have set and subscribed their hands the day, month and year herein before mentioned and bind themselves, their heirs, successors, administrators and assigns.
- 9.5 The agreement shall take effect from 01.08.2022 on assuming the services and the compliance will be submitted in writing to the AOA, KV-II stating therein that the area of responsibility has been understood and taken over in toto.

In witness where of the parties hereto have on 1stday of August, 2022 append their signature in token of their acceptance of the agreement aforesaid.

Signed on behalf of AQA, KV-II

Signed of behalf of M/s Maa Durga Enterprises

1. Witness



2. Witness

AT FESTED

MAHAVIR SINGH

NOTARY

G B NAGAR

117 OCT 2022