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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

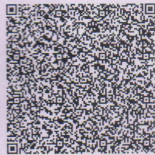
First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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 : 13-Dec-2022 05:14 PM
 : NEWIMPACC (SV)/ up14479704/ BAKSHI KA TALAB/ UP-LKN
 : SUBIN-UPUP1447970448907759319040U
 : RITES LTD
 : Article 5 Agreement or Memorandum of an agreement
 : Not Applicable
 :
 : RITES LTD
 : FACULTY OF ENGG AND TECH UNIVERSITY OF LUCKNOW
 : RITES LTD
 : 100
 : (One Hundred only)



Please write or type below this line

JOINT VENTURE AGREEMENT

This Joint Venture Agreement executed at LUCKNOW on this 15th day of **DECEMBER 2022** between **ITES. Ltd.** hereinafter referred to as "FIRST PARTY" and **Faculty of Engineering and Technology, University of Lucknow, Lucknow (FoET, LU)** hereinafter to as "SECOND PARTY", having its registered office at SCOPE Minar, Laxmi Nagar, Delhi-110092 and main office at University of Lucknow, Lucknow-226007, respectively, represented for & on behalf of FIRST PARTY through their constituted attorney Shri R.K. Choudhary, Additional General Manager and for & on behalf of the SECOND PARTY, through their constituted attorney Prof. Alok Kumar Rai, Vice Chancellor (The expression and words of the FIRST and SECOND PARTY shall mean and include their heirs, successors, assigns, nominee's execution, administrators and legal representative respectively).

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

Whereas the parties herein above mentioned are desirous of entering into a Joint Venture for carrying out the - TPQA work of ICT works (IT works) in connection with LOA letter No. 596/GM/P/LSCL/22-23 dt. 22.11.2022 received from Lucknow Smart City Ltd., Lucknow as mutually decided between the parties of this Joint Venture.

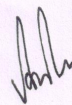

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. That in and under this Joint Venture Agreement the work will be done jointly in the name and style of RITES-FoET,LU (JV) having Corporate Office at RITES Ltd, Shikhar, Plot No1, Sector 29, Gurugram and Project unit at 13-KM Milestone, NH-24 Lucknow Sitapur Road, Lucknow-226201.
2. That all the parties shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the JV Agreement and as per Contract for ICT works with the Employer (Lucknow Smart City Ltd.), Lead partner i.e. SECOND PARTY shall be responsible for the satisfactory / successful execution / completion of the work in all respect and in accordance with terms of General and Special Conditions of the Contract irrespective of share and role specified in JV Agreement.
3. That the role and responsibility of each constituent of the said Joint Venture / Consortium in details, covering all aspects of the planning and successful completion of the work shall be as under:
 - (a) The First Party (JV Partner -1), shall be responsible for planning and coordination with the Employer.
 - (b) The Second Party (Lead Partner), shall be responsible for execution of the contract and shall also be responsible for any loss or damage to the Employer.
4. The share of interest / participation, profit & loss of each constituent of the said Joint Venture / Consortium shall be as under:
 - (a) Lead Partner: FoET, LU: 80% of 0.6%(agreed fee between RITES and FoET, LU) for the ICT works i.e., for services to be provided by FoET, LU.
 - (b) JV partner -1: M/s RITES Ltd: 20% of 0.6%(agreed fee between RITES and FoET, LU) for the ICT works i.e., for services to be provided by FoET, LU.
5. That the parties of this Joint Venture shall depute sufficient no. of experienced staff as committed to commensurate with their role and responsibilities and as required for the successful completion of the works in close consultation with each other.
6. That the Financial Investment and other resources required for the successful execution / completion of work under this Joint Venture shall be brought in by the parties as per mutual agreement / understanding between them from time to time.

[Handwritten signature]

[Handwritten signature]

7. That all the parties nominate and authorized Shri R.K. Choudhary, Additional General Manager of RITES Ltd. as the representative of the JV and to sign the tender, Contract Agreement in respect of the said tender, to receive payment, and all letter correspondence related to the above mentioned work on behalf of the Joint Venture.
8. That all the above noted parties i.e., M/s RITES Ltd. & FoET, LU undertake not to make any changes in this Joint Venture Consortium Agreement during the currency of contract except when modification becomes inevitable due to successive laws etc. without prior consent of the Employer. The parties further undertake that in any case, Lead Member shall continue to be the Lead Member of the JV.
9. That all the parties undertake that no member of the Joint Venture shall have the right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the employer in respect of the said tender / contract.
10. That all the members of the JV certify that they have not been black listed or debarred by any Ministry / Department of the PSU (Public Sector undertaking) Govt. of India / State Govt. from participation in tenders / contract on the date of opening of bids either in their individual capacity or as the member of the JV firm in which they were / are members.
11. That Joint Venture Agreement shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.
12. All disputes arising out of or in connection with this Joint Venture Agreement and any subsequent Consortium Agreement shall at first instance be amicably settled between the parties through negotiations. In case, the same cannot be settled amicably between the Parties, same shall be submitted to arbitration before a Sole Arbitrator to be appointed from amongst the arbitrator empanelled with RITES Ltd. The venue of arbitration shall be at Lucknow. Arbitration shall be governed by Arbitration & Conciliation Act, 1996 or any subsequent modification thereof.
13. All disputes arising out of this Joint Venture Agreement shall be subject to the exclusive jurisdiction of Courts at Lucknow.
14. That the Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
15. That this Joint Venture Agreement is entered in to at Lucknow this 15th day of DECEMBER 2022 between above noted parties.

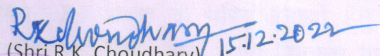


NOW THE PARTIES HAVE JOINED HANDS TO FORM THIS JOINT VENTURE CONSORTIUM ON THIS DAY OF DECEMBER 2022 WITH REFERENCE TO AND IN CONFIRMATION OF THEIR DISCUSSIONS AND UNDERSTANDING BROUGHT ON RECORD ON 15th.....DAY OF DECEMBER 2022.

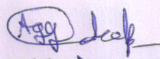
IN WITNESS THEREOF THE ABOVE-NAMED PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THIS JOINT VENTURE CONSORTIUM AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESS:

First Party:

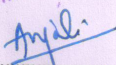
For RITES Ltd.


(Shri R.K. Choudhary) 15.12.2022
Addl. General Manager / PU Head- Lucknow
M/s RITES LTD., 13-KM Milestone,
NH-24, Sitapur Road,
Lucknow, 226201.

Witness:

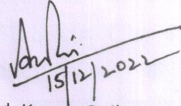
1. 
(CHAMANDEEP AGGARWAL)
Sr.DGM/Arch.

I identify the document who has
signed/put his L.T.I. before me.


2. 
(ANJALI)
Manager/c


Second Party:

For Faculty of Engineering and Technology,
University of Lucknow



(Prof. Alok Kumar Rai)
Vice Chancellor,
University of Lucknow,
Lucknow, 226007

Witness:

1. 
Prof. Ashok Kumar Singh
Dean, FoET, LU, Lucknow

2. 
Dr. Vinay Kumar
Asst. Prof. (CSE), FoET, LU, Lucknow

Sworn & Verified
before me.


13-12-2022
REKHA KUMAR
Adv. & NOTARY
Mid. H.O. Lucknow
U.P. INDIA
Regd.No 3179/2001