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₹100

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Certificate No. : IN-AS39961168153859V  
 Certificate Issued Date : 17-May-2023 10:26 AM  
 Account Reference : CSCACC (GV)/ ascscceg07/ AS-GLPAR0063/ AS-GL  
 Unique Doc. Reference : SUBIN-ASASCSCSEG0774051208052576V  
 Purchased by : J D S G COLLEGE BOKAKHAT  
 Description of Document : Article 5 Agreement or Memorandum of an agreement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : NRL CSR  
 Second Party : J D S G COLLEGE BOKAKHAT  
 Stamp Duty Paid By : NRL CSR  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)

Kajal Saini

Jogah Devi



Please write or type below this line

IN-AS39961168153859V

**Memorandum of Understanding (MoU)**

This MoU is made on the 18th of the month of May 2023, between **Numaligarh Refinery Limited** registered under Companies Act, 1956 and having its registered office at 122A, G S Road, Christian basti, Guwahati-781005, thereafter referred to as NRL the **FIRST PARTY**, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors administrators, heirs, assigns and nominees of **FIRST PARTY**

AND

**Principal, Jogananda Deva Satradhikar Goswami (JDSG) College, PO- Bokahat, Pin- 785612,**

**JD 0035643193**

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilesiamp.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.

**Dist- Golaghat, Assam** there in after referred to as **Second Party**, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of **SECOND PARTY**.

Kajal Santhip

The purpose of this Memorandum of Understanding (MoU) is to outline the terms and conditions for the construction of an Indoor Stadium at JDSG College, Bokakhat, under the funding of Numaligarh Refinery Limited (NRL) as a part of CSR initiative.

Whereas NRL, under its Corporate Social Responsibility activities, has agreed to financing the below mentioned project to the **SECOND PARTY**, for execution of the project on deposit work basis.

This MoU shall remain in force from the date of signing of this MoU unless terminated earlier, in accordance with the provision of this MoU or the period is extended through a mutually agreed amendment to the MoU subject to the terms and conditions in this MoU and the financial contribution from NRL for the said Project would be limited to **Rs. 1,71,00,000.00** including all taxes and duties.

Tanishk Sanyal

In view of the consideration above, the parties hereto agree as follows:

The terms and conditions of this MoU and the roles and responsibilities of each of the constituent members are as stated below:

**ARTICLE-1:** JDSG College Authority, will arrange to execute the below mentioned project on deposit work basis through concerned authority, as per the detailed plan & estimate submitted to NRL and the details of cost implications are as under:

SN	Details of the Project	Location	Estimated project Cost (Rs.)
1	Construction of an indoor stadium at JDSG College, Bokakhat.	Bokakhat	Rs. 1,71,00,000.00

The detailed Scope of work and Supply shall be as per the plan & estimate submitted to NRL.

**Project Duration** : Within one year from the date of release of 1<sup>st</sup> installment.

**Cost of Project** : Rs. 1,71,00,000.00 (Rupees One Crore Seventy One lakhs) only, which includes all taxes and duties, materials cost, labour cost, consultancy service cost and other cost related to complete the project.

**Terms and conditions:**

1. The job will be treated as deposit work executed by JDSG College Authority.
2. JDSG College Authority will constitute a Monitoring cum management Committee before starting of the project for construction of the Indoor Stadium in JDSG College, Bokakhat.

3. NRL will provide only the financial assistance for the project. The Second party shall be responsible for proper implementation of the project as per detailed scope of work; estimate and shall remain solely responsible for the quality, proper and expeditious execution of the project.
4. JDSG College shall be responsible for providing required land for the construction of the Indoor Stadium. JDSG College shall obtain all necessary approvals, permits, and clearances from the concerned authorities for the construction of the Indoor Stadium.
5. The progress of the work shall be reported by the concerned executing authority (Second Party). NRL representative shall have the right to examine the progress of the work by visiting the site.
6. The concerned executing authority will submit a project completion report after completion of the project.
7. The project has to be completed as per the plan & estimate within the approved cost. NRL will not be liable for any additional cost incurred due to time and cost overruns.
8. NRL shall release the Project cost in Four (4) installments in the bank account as recommended by JDSG College Authority as below:

S/N	Instalment No	Instalment Amount (Rs.)	% of total Project cost	Milestone
1	1 <sup>st</sup>	25,65,000.00	15%	Immediately after execution of MoU and receipt of demand note from Principal, JDSG College
2	2 <sup>nd</sup>	59,85,000.00	35%	After submission of Utilization Certificate against previous installment(s), dully certified by concerned Monitoring cum management Committee and receipt of demand note from Principal, JDSG College.
3	3 <sup>rd</sup>	68,40,000.00	40%	
4	4 <sup>th</sup> & Final	17,10,000.00	10%	4 <sup>th</sup> & Final installment shall be released at actual after completion of the job against the executed value not exceeding the total sanctioned amount. Utilization Certificate against previous installment, dully certified by concerned Monitoring cum management Committee and receipt of demand note from Principal, JDSG College have to be submitted.

*Kaish Saini*

*Jyoti G*

**ARTICL-2: Nodal Officers:**

Deputy General Manager (CSR) NRL will be the Nodal Officer for NRL, Numaligarh and Principal, JDSG Collage, Bokakhat will be the Nodal Officer for JDSG College.

**ARTICLE – 3:**

3.1 If the performance of this MoU by either party is delayed or hindered or prevented or is otherwise frustrated by any reason of “Force Majeure” which shall mean war/hostility, riot, or civil commotion, fire ,flood, earthquake, tempest, lightening or other natural physical disasters, restriction imposed by the Government or other statutory bodies which prevents or delays the execution of the project, any event beyond the control of the parties to this MoU, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in performance of the MoU. From the date of Notification, NRL may terminate the MoU forthwith or suspend the performance of the MoU for a period of not extending 6 (six) months.

3.2. If at the expiry of the second period of suspension, the reasons for the suspension still remain, the parties shall treat the MOU as terminated due to Force Majeure.

**ARTICLE-4:**

JDSG College Management Committee will ensure proper execution of the job maintaining quality and time frame. In case of any gaps or deviations from the approved project while execution or any other violation of applicable rules & regulations, JDSG College Management Committee shall take appropriate action against the defaulting authorities/agencies and also take remedial corrective action including refund/termination of contract with an intimation to First Party.

**ARTICLE-5:**

5.1 Should the parties be unable to reach MoU on the meaning or interpretation of any of the clauses set out hereto or any other matters arising out of the MoU the matter in dispute shall be endeavored to be amicably settled by both the parties in the following matter:

- a. At first instance by Nodal Officer.
- b. At the second instance by concerned in- charge for CSR of NRL and the concerned in charge for the JDSG College Authority, whose decision in the matter will be final.
- c. In case it is not resolved the same will be referred to Arbitration for details please refer to NRL website [www.nrl.co.in](http://www.nrl.co.in)

5.2 All disputes arising between the parties shall be subjected to the jurisdiction of the courts in Golaghat, Assam only and in no other court.

*Kajal Santra*

*Jayashree*

**ARTICLE- 6:**

The MoU shall commence on the date of its signing by the Parties (in case of signing by the Parties at two different dates, the later date) and shall remain in force till **12 (Twelve) months**, unless it is prematurely terminated in accordance with the terms of this MoU. The parties shall strictly adhere to and follow the timelines as agreed between them under the MoU.

*Kaival Sankar*

**ARTICLE -7:**

Any notices or request to be given or made by a party to the other shall be in writing and posted, delivered personally or sent by courier, registered or certified mail. Such notice or request shall be deemed to have been duly received by the party to whom it is addressed if it is given or made at such party's address specified below:

Address for Communication:

<b>First Party</b>	<b>Second Party</b>
Chief General Manager (HR& Legal) Numaligarh Refinery Ltd. P.O. NR Project 785699 Dist: Golaghat, Assam	Principal, JDSG College, Bokakhat, Assam,785612

*Jayant Gogoi*

Provided that in case either of the parties intends to change the address during the currency of this MoU they may do so by communicating in writing to the other party.

**ARTICLE -8:**

No supplement, modification or amendment of any term, provision or condition of this MoU shall be binding or enforceable unless executed in writing by the parties hereto.

7.1 This MoU constitutes the entire understanding between the parties hereto with respect to the matters dealt with herein in relation to such matters.

7.2 Neither party shall be liable for any indirect, incidental, punitive, special nor consequential damages incurred by either party or any third party in connection with this MoU or the subject matter of this MoU, whether in an action in contract or any other legal theory.

7.3 This MoU is a binding MoU and shall not be amended, altered or modified except in writing signed by the parties.

IN WITNESS WHERE OF THE PARTIES have caused this document to be executed by their authorized representatives on the date on the first above written

<p>For and on behalf of <b>Numaligarh Refinery Limited</b></p> <p><i>Kajal Saikia</i></p> <p><i>To incorporate some additional clauses with 15-6-23</i></p> <p>Name : Dr. Kajal Saikia</p> <p>Designation: <i>Chief General Manager (HR &amp; Legal)</i></p> <p><small>Dr. KAJAL SAIKIA Chief General Manager (HR &amp; Legal) Numaligarh Refinery Limited Bokakhat, Assam - 781059</small></p>	<p>For and on behalf of <b>JDSG College, Bokakhat</b></p> <p><i>Jogata Gogoi</i></p> <p>Name : Dr. J Gogoi</p> <p>Designation: Principal, J.D.S.G. College, Bokakhat.</p> <p><small>Principal &amp; Secretary J. D. S. G. College Bokakhat</small></p>
<p>In the presence of Witnesses :</p> <p><i>R AH</i></p> <p>Name : <i>Raja Sahab Uddin Ahmed</i></p> <p>Address : <i>NRL, Numaligarh</i></p>	<p>In presence of witnesses :</p> <p>Name : <i>Sri Srinanta Kishor Bose</i></p> <p>Address : <i>JDSG College</i></p>