

AGREEMENT

OTY CABS INDIA (OPC) PRIVATE LIMITED

AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price forms the basis of payment and to be used only with the General Conditions of the Contract

THIS AGREEMENT made on the _____ day of _____ in the year two thousand and _____

BY AND BETWEEN

Hereinafter called the “Owner”

AND

Hereinafter called the “Renter”

WITNESSETH: that the Owner and Renter undertake and agree as follows:

ARTICLE A-1 THE WORK

The Renter shall:

- (a) Perform all the Work required by the Contract Documents for _____.(see Tender Form for Description) which have been signed in triplicate by both the parties.
- (b) Do and fulfill everything indicated by this Agreement, and

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- (c) Commence the Work by the _____ day of _____, 20____ and substantially perform the work of this contract as certified by the owner by the _____ day of 20_____.
- (d) The “Technical Engineer” is the person designated as such from time to time by the Owner.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1: (SEE TABLE OF CONTENTS FOR LIST OF DOCUMENTS AND DRAWINGS). See Attached

ARTICLE -3 CONTRACT PRICE

THE CONTRACT PRICE IS

Rs. _____ Indian funds which price shall be subject to adjustments as may be required in accordance with the General Conditions of the Contract.

ARTICLE A-4 PAYMENT

- (a) Subject to applicable legislation and, where such legislation does not exist or apply, in accordance with such prescribed regulations or industry practice respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the owner shall:
 - (1) Make monthly payments to the renter on account of the Contract Price. The amounts of such payments shall be as certified by the Engineer and
 - (2) Upon Substantial Performance of the work as certified by the Technical Engineer pay to the Renter any unpaid balance of holdback monies then due; and
 - (3) Upon Total Performance of the Work as certified by the Technical Engineer pay to the Renter any unpaid balance of the Contract Price then due.
- (b) If the Owner fails to make payments to the renter as they become due under the terms of this Contract of in any award by a court, interest at the rate and in the manner specified in GC21-Certificates and Payments, shall become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 BANK DETAIL

Account Name _____

Account No. _____

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Bank Name_____

Branch Name_____

Ifsc Code_____

Bank Address_____

ARTICLE A-6 Rental Vehicle

Owner hereby agrees to rent to Renter the following vehicle ("Vehicle")

Renter name _____

Father Name_____

Cab Reg. Number _____

Model: _____

Fuel Type_____

Mileage: _____

Year Of Purchase_____

Date of Registration_____

Rental Period Owner agrees to rent Vehicle to Renter for the following period:

Start Date: _____

End Date: _____

Permanent Address_____

Location_____

Driving License Number_____

PAN Card Number_____

Phone/Mobile_____

Email_____

Pin code_____

City_____

State_____

GPS_____

Basic fixed monthly rent for 2000kms per month/per Vehicle_____

Rate per extra Kilometer_____

Other Information You want to share Or any Query_____

ARTICLE A-7 ADDRESSES FOR NOTICES

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All communications in writing between the parties of between them and the Technical Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm of to an officer of the Corporation for whom they are intended of if sent by post or by facsimile addressed as follows:

The Owner at:

The Renter at:

The Technical Engineer:

ARTICLE A-8 SUCCESSION

The General Conditions of the Contract hereto annexed, and all other aforesaid Contract Documents, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective

Corporate seals and by the hands of their proper officers hereunto duly authorized.

SIGNED, SEALED AND DELIVERED

In the presence of:

AGREEMENT

OWNER:

CONTRACTOR:

Signed

Signed

Name and title

Name and title

Date

Signed / Witnessed

Name and Title

Date

Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation of Partnership, should be attached.