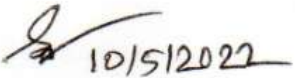


**COMPLETION CERTIFICATE**

- 01 Procuring Entity Details  
(a) Division : Dhaka PWD Division-3, Dhaka  
(b) Circle/Directorate : Dhaka PWD Circle-2, Dhaka  
(b) Zone/Region : PWD Dhaka Metropolitan Zone, Dhaka  
(b) Others (specify) : Civil Work in/c. Fair Face Casting 10022.51 Lac, Sanitary 126.94 Lac, Internal Electrification 202.15 Lac, Desh Unnayan Ltd 30%, The Builders 30%, Jamal & Co. 40%
- 02 Name of Works : Construction of 13-Storeyed Bhumi Bhaban Complex with 2-Baseament having 20 Storeyed Foundation in/c. Civil, Sanitary & Water Supply and Internal Electrification at Tejgaon, Dhaka under project of construction of Bhumi Bhaban Complex. During the year:2016-2017.
- 03 Contract No. : 4613
- 04 Contractors Legal Title : Desh Unnayan Ltd.- The Builders- Jamal & Co.JV
- 05 Contractors Contact Details : Sattara Center (8th floor), 30/A, Nayapaltan, VIP Road, Dhaka-1000.
- 06 Contractors Trade License/Enlistment/Registration Details : DUL: Trade License No.128766 TBL: Trade License No. TRAD/DSCC/239106/2019
- 07 Reference to NOA with Date : 14/05/2017
- 08 Original Contract Price as in NOA : 105,94,56,674/73
- 09 Final Contract Price as Executed : 103,51,59,721/11
- 10 Original Contract Period  
(a) Date of Commencement : 14/05/2017  
(b) Date of Completion : 26/11/2019
- 11 Actual Implementation Period  
(a) Date of Actual Commencement : 14/05/2017  
(b) Date of Actual Completion : 30/06/2021
- 12 Days/Months Contract Period Extended : 181 Days
- 13 Amount of Bonus for early completion : N/A
- 14 Amount of LD for Delayed Completion : N/A
- 15 Physical Progress in Percent (in terms of value) : 100%
- 16 Financial Progress in Amount (in terms of payment) : 100 %
- 17 Foundation Type : :
- 18 Other Important Component(s) (if any) : :
- 19 Special Note (if any) : Approved by Time extension A.C.E. PWD Metro Zone No-1303, date:09/11/2021 (24/11/2019 to 30/06/2021)

সত্যায়িত

  
10/5/2022রিয়াদুস সালেহীন সাদী  
সহকারী প্রকৌশলী  
ঢাকা গণপূর্ত বিভাগ-২, ঢাকা।

Certified that the Works under the Contract has been executed and completed in all respects in strict compliance with the provisions of the Contract including all plans, designs, drawings, specifications and all modifications thereof as per direction and satisfaction of the Project Manager/Engineer-in Charge/Other (specify). All defects in workmanship and materials reported during construction have been duly corrected.





কর্তা ১৬২৬৮৬১

### JOINT VENTURE AGREEMENT

This Joint Venture Agreement is made and entered into on day 17<sup>th</sup> October, Two Thousand Sixteen of the Christian Era.

#### BETWEEN

**JAMAL & COMPANY.**, a Proprietorship company having its registered office at House no: 20/1, Road no. 15, (New) Dhanmondi, Dhaka, Bangladesh (Phone: 8112502, Fax: 8112502 and e-mail: md.jamaluddin@yahoo.com, represented by its **Proprietor, Md. Jamal Uddin** hereinafter referred to as "**Jamal & Co.**") which expression where the context so admits shall include its heirs, successors-in-interest, assigns, attorneys, accredited representatives etc) of the **1<sup>ST</sup> PART**

#### AND

**DESH UNNAYAN LTD.**, a Private Limited Company incorporated under companies having its registered office at Hotel Shahjahan Arcade (1st Floor), 92, Sadarghat Road, Chittagong, Bangladesh (Phone: 031-621118, 615374, Fax: 031-610397, email:jamilshuvo@yahoo.com represented by its Managing Director, Mr. Jashimuddin Montu hereinafter referred to as "**DESH UNNAYAN**") which expression where the context so admits shall include its heirs, successors-in-interest, assigns, attorneys, accredited representatives etc.) of the **2<sup>ND</sup> PART**.

#### AND

**THE BUILDERS ENGINEERS ASSOCIATES LTD.**, a Private Limited Company incorporated under companies having its registered office at 30/A, Naya Paltan, Dhaka-1000 represented by its **Managing Director, Mr. Fazlul Karim Chowdhury Sapon** hereinafter referred to as "**THE BUILDERS**") which expression where the context so admits shall include its heirs, successors-in-interest, assigns, attorneys, accredited representatives etc.) of the **3<sup>RD</sup> PART**.

Among the parties are Potential Contractors of Different Government, Semi Govt. & Autonomous Organization and legally doing business within the Bangladesh Territory, but to over come some other deficiency this Joint Venture is formed and thereafter referred to as "**DESH UNNAYAN - THE BUILDERS - JAMAL & CO. (J.V.)**."

That the Joint Venture is formed herein by the said (1) **Jamal & Company** 2) **Desh Unnayan Ltd.** (3) **The Builders Engineers Associates Ltd.** to be carried on under the name and style of "**DESH UNNAYAN - THE BUILDERS - JAMAL & CO. (J.V.)**" [hereinafter called as "Joint Venture"] with the object to bid for and participate in Tender for "Construction of 13-storied Bhumi Bhaban Complex with 2-basements having 20-storied foundation in/c Civil, Sanitary & Water Supply and Internal Electrification at Tejgaon Dhaka under project construction of Bhumi Bhaban Complex During the year 2016-2017" under Invitation Ref. No. Cir-II:01/2016-2017 (Memo No. T-01/1 dated 06/ 09/ 2016 (Tender Package No. Cir-II/WD1), Invited by Superintending Engineer, Dhaka PWD Circle-II, Dhaka [hereinafter called as the "**Employer**"]].



Whereas among the parties are desirous to form a joint venture to participate in the bid/tender and perform the project.

Whereas among the parties wish to combine and pool their individual resources with a view to meeting the required bid/tender therefore and subsequently bidding for the project.

Now therefore, in consideration of the mutual promises and agreements herein contained, among parties hereby agree as follows:

**1. NAME OF THE JOINT VENTURE:**

The joint venture's name is "DESH UNNAYAN - THE BUILDERS - JAMAL & CO. (J.V)".

**2. TERM OF THE JOINT VENTURE:**

- 2.1 The term of the Joint Venture shall be effective on the date of signing of this agreement and shall expire on the 90<sup>th</sup> day after the project has been finally accepted by the employer and all the relevant payments and accounts have been settled to every and all concerned parties, as well as among parties.
- 2.2 The Joint Venture shall be automatically null and void, where the Joint Venture disqualify for the project or fails to enter the project through the Bid.

**3. LEAD FIRM (PARTNER):**

- 3.1 'Jamal & Company' shall be appointed as the lead Firm of the Joint Venture.
- 3.2 "Desh Unnayan Ltd. shall be the Partner In-charge.
- 3.3 The Builders Engineers Associates Ltd. shall be the Associate Partner.

**4. SHARE OF JOINT VENTURE AND PROFIT AND LOSS:**

- 4.1 Jamal & Company's share shall be 40% (Forty percent)
- 4.2 Desh Unnayan Ltd's share shall be 30% (Thirty percent)
- 4.3 The Builders Engineers Associates Ltd. share shall be 30% (Thirty percent)

**5. RESPONSIBILITIES AND LIABILITIES BETWEEN THE PARTNERS:**

- 5.1 Each party shall be jointly and severally responsible and liable to the employer for the performance of the contract (s) of the project.
- 5.2 'Desh Unnayan Ltd. will be nominated as being Partner in-Charge and Managing Director of Desh Unnayan Ltd. is authorized to incur liabilities, signatory power, receives instruction payment, bill, cheques, dealing with all concerned authorities etc. for and on behalf of the Joint-Venture



কর্তা ১৬২৬৮৬৫

## 6. SCOPE OR WORK OF EACH PARTNER:

### 6.1 Jamal & Company (Jamal & Co.)

- λ To be responsible for general and site facilities.
- λ To mobilize skilled manpower & required finance for smooth execution of the work.
- λ To supply, operate & maintain required construction materials heavy equipment, plant and shuttering materials etc.
- λ To execute field works.

### 6.2 Desh Unnayan Ltd. (DESH UNNAYAN)

- λ To be responsible for general and site facilities.
- λ To mobilize skilled manpower & required finance for smooth execution of the work.
- λ To supply, operate & maintain required construction materials heavy equipment, plant and shuttering materials etc.
- λ To execute field works.

### 6.3 The Builders Engineers Associates Ltd. (THE BUILDERS)

- λ To be responsible for general and site facilities.
- λ To mobilize skilled manpower & required finance for smooth execution of the work.
- λ To supply, operate & maintain heavy equipment required construction materials and shuttering materials.
- λ To execute field works.

6.4 A detailed division of works each party shall be settled and finalized at a later stage by mutual agreement.

## 7. LIMIT OF THE JOINT VENTURE ACTIVITIES:

The Joint Venture activities shall be confined to performance of the contract(s) for the sa project under the contract (s) mentioned here in above with the employer only.

## 8. BANK ACCOUNT, BANK GUARANTEES AND LIABILITIES TO SURETIES:

- a. Current account(s) shall be opened in schedule bank(s) of Bangladesh as may be require in the name of "Desh Unnayan - The Builders - Jamal & Co. (J.V.)" and the said account shall be operated under the joint signature of Jashim Uddin Montu, Managing Director of Desh Unnayan Ltd. and Fazlul Karim Chowdhury, Managing Director of The Builders Engineers Associates Ltd. on behalf of the Joint-venture.



1  
 MD. JAMAL UDDIN  
 Proprietor  
 M/s. Jamal & Co.  
 'Jewel Palace', House No. 201  
 P.O. Box: 11, Dhanmondi, D.C. 121

2  
 DESH UNNAYAN LTD.  
 JASHIM UDDIN MONTU  
 Managing Director

3  
 The Builders Engineers Associates Ltd  
 Managing Director

**8.1 ACCOUNTS AND INCOME TAX:**

- a. A registered Chartered Accountant firm will be duly appointed as the Auditor of the JV and all accounts of the JV will be submitted to this firm for audit. The Auditor will finalize the accounts and place it before the Board of Management from time to time as required for consideration and approval.
- b. The JV shall be made an independent income tax assessed by the Board of Management and any Income Tax arising out of the Works will be settled out of the incomes of the JV and any party shall in no way whatsoever be liable and responsible for the income tax of the other party.

**9. JOINT VENTURE OFFICE:**

“DESH UNNAYAN – THE BUILDERS - JAMAL & CO. (J.V).”  
 Registered Office: Sattara Center (8th floor), 30/A, Naya Paltan, Dhaka-1000

**10. REPRESENTATIVE OF JOINT VENTURE PARTNER**

- a. Each partner of the Joint Venture appoint the following partner as the representative of the respective party, with full and complete authority and power to represent each partner.

<u>J/V Partner</u>	<u>Name</u>	<u>Position</u>
Jamal & Company	Md. Jamal Uddin	Proprietor
Desh Unnayan Ltd.	Jashim Uddin Montu	Managing Director
The Builders Engineers Associates Ltd.	Fazlul Karim Chowdhury	Managing Director

**11. MANAGEMENT COMMITTEE:**

- a. The management committee shall be composed of three members, each one representative from each partner, to be nominated by the individual parties to the joint venture from time to time and may change their representative by notifying the management committee in writing.
- b. The management committee shall be assigned full authority and powers to manage, control and supervise operation of the joint venture for a successful performance of the projects (s).



1  
MD. JAMAL UDDIN  
Proprietor  
M/s. Jamal & Co.  
Jamaal Palace, House No. 20/1  
Plot No. 15, Calcutta Ct., D.C. 20

2  
DESH UNNAYAN LTD.  
JASHIM UDDIN MONTU  
Managing Director

3  
The Builders Engineer's Associates Ltd  
EK-1169  
Managing Director

- c. The management committee can empower any company or person as mutually agreed to takeover the project or act on behalf of the said joint venture for successful completion of the work. In that case the nominated entity shall have the full authority to discharge the financial & contractual obligations.

## 12. WORKING CAPITAL:

- a. Each partner shall contribute to the joint venture its proportionate share of working capital as mentioned in the preceding clause No. 4.

## 13. MANPOWER:

- a) **Technical:** "DESH UNNAYAN – THE BUILDERS - JAMAL & CO. (J.V)" will provide experienced personnel in key positions of site organization. All the parties shall use latest construction technology its best endeavors to achieve time, quality and economy of construction.

## 14. EQUIPMENT SHUTTERING MATERIALS:

- a) The Joint Venture will utilize the plant, equipment's, machinery shuttering materials as available with each partner. The Joint Venture shall purchase, hire, lease or arrange otherwise such equipment's, machinery, shuttering materials, supplies and other properties as the management committee deems necessary for the performance of the contract. Where such properties are owned by the joint venture and upon completion of the project or if no longer needed before its completion, they of their proceeds of sale be divided among and distributed to the partners in accordance with their proportion of share or otherwise disposed of as the partners agree. At the time of execution and performance of the contract the proposed equipment shall be available at the site commensurate with the work program as approves.

## 15. RIGHTS AND LIABILITIES:

- 15.1 Except as otherwise provided in this agreement, (i) the interest of the partners in any profit and assets resulting from performance of the contract and in any property of any kind whatsoever acquired by the Joint Venture in connection with the contract and (ii) the responsibility of the partners to share any losses and liabilities arising out of or resulting from the execution and performance of the contract of this Joint Venture Agreement and (iii) the rights and liabilities of each partner shall be as follows :

**Jamal & Company** shall be 40% (Forty percent)

**Desh Unnayan Ltd.** shall be 30% (Thirty percent)

**The Builders Engineers Associates Ltd.** shall be 30% (Thirty percent)

- 15.2 Upon completion and final acceptance by the employer of the work under the contract (s) the Joint Venture shall distribute all undistributed profit and property of the joint venture to the constituent partner (s) in accordance with their proportionate share. Among parties shall assure and pay for their proportionate share of any remaining losses or liabilities, the Joint Venture may establish reserves for pending claims, disputes allegation and warranty items.



MD. JAMAL UDDIN  
Proprietor  
M/s. Jamal & Co.  
'Jemal Palace', House No. 79/1

BESH UNNAYAN LTD.  
JASHIMUDDIN MONTU  
Managing Director

The Builders' Engineers' Associates Ltd  
3 FF-1/07  
Managing Director

**16. BOOKS OF ACCOUNT:**

Separate and adequate books of account shall be kept of the operations of the Joint Venture by the Joint Venture and shall be available for inspection by either of the partners at any reasonable time. The management committee will provide the partners with monthly financial statements prepared on a percentage of completion basis in accordance with generally accepted accounting principal. Unless otherwise agreed upon, the management committee will arrange for an annual audio of the Joint Venture records by an independent certified public accountant satisfactory to among parties, with such report to be completed within 60 (sixty) days after the end of the fiscal year adopted by the management committee of the Joint Venture.

**17. ASSIGNMENT:**

Any partner shall not have the power of authority to assign their rights or delegate their duties to third party under this agreement and such attempted assignment or delegation shall be null and void unless consented to in writing by the other partner.

**18. AMENDMENT:**

- 18.1 No change, amendment or modification of the terms of this agreement shall be valid unless reduced to writing and signed by all parties.
- 18.2 The management committee may take such decisions or take such actions necessary for carrying out the purpose of the joint venture even though not covered under this deed of agreement and also may change any clause of this deed for such purpose.

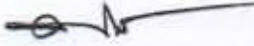
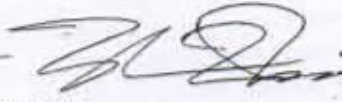

**19. SETTLEMENT OF DISPUTES:**

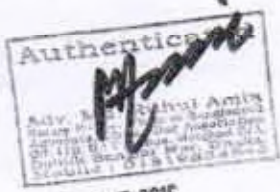
- a. The governing laws for the affairs of the JV shall be the laws currently in force in Bangladesh.
- b. Any dispute of controversy between the parties arising out of or in connection with this agreement shall be amicably settled both between the two parties.
- c. Unless amicable settlement can be reached through negotiation as in the preceding sub-clause, all dispute arising out of or in connection with this agreement shall finally settled by the arbitrator to be appointed between the parties.



d. If any dispute between the parties remains unresolved, the same shall be referred for arbitration by 2 (two) Arbitrators, one of which to be selected by each party. These two Arbitrators shall select an Umpire and the major decision of the afore-mentioned 3(three) Arbitrators shall be final and binding on all the parties.

In witness whereof, the undersigned have executed this agreement as of the date and year first above written.

<p>Signed and delivered for and on behalf of <b>JAMAL &amp; COMPANY</b> by Md. Jamal Uddin, Proprietor;</p> <p></p> <p>Signature : Name : <b>Md. Jamal Uddin</b></p>	<p>Signed and delivered for and on behalf of <b>DESH UNNAYAN LTD.</b> by Mr. Jashim Uddin Montu, Managing Director;</p> <p></p> <p>Signature : Name : <b>Md. Jashim Uddin Montu</b></p>	<p>Signed and delivered for and on behalf of <b>THE BUILDERS ENGINEERS ASSOCIATES LTD.</b> by Mr. Fazlul Karim Chowdhury, Managing Director;</p> <p></p> <p>Signature : Name : <b>Fazlul Karim Chowdhury.</b></p>
<p>Witness: 1. Md, Aslam 30/4, Nayapattan, Sattara Center (8th floor) VIP Road, Dhaka - 1000</p>	<p>Witness: 1. K.M. Shahjahan Hossain Sattara Centre (8th floor) 30/4 Nayapattan. Dhaka - 1000.</p>	<p>Witness: 1.</p>
<p>2.</p>	<p>2.</p>	<p>2.</p>



17 OCT 2016