



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

81AB 220769

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 18th day of February.....
2023, BETWEEN M/S. NAVYUG MULTICON PVT. LTD. (PAN :
AAECN0623M), a Company incorporated under the Companies Act, 1956 having its
registered office at 63/3B, Sarat Bose Road, P.S. Bhowanipore, P.O. Sarat Bose Road,

MA KALI CONSTRUCTION

MA KALI
Proprietor 1

Navyug Multicon Pvt. Ltd.

[Signature]
Authorised Signatory

Kolkata – 700026, represented by its Authorised signatory **SHRI RAJIV AGARWAL (PAN : AAECN0623M)**, son of Shri Amarchand Agarwal residing at 10, Alipore Park Road, P.S. Alipore, P.O. Alipore, Kolkata – 700027, hereinafter called and referred to as the "**OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its successor or successors-in-interest) of the **FIRST PART**

A N D

M/S MAA KALI CONSTRUCTION a proprietorship firm having its office at 44/1, Chakraberia Road (S) P.S Bhowanipore Kolkata - 700025, represented by its proprietor **SRI MANOJ SHAW**, son of Late Parasuram Shaw residing at, 44/1, Chakraberia Road (S) P.S Bhowanipore Kolkata - 700025, hereinafter referred to as the "**CIVIL CONTRACTOR**" (which expression shall unless excluded by or repugnant to the context be deemed to include its successor or successors-in-interest) of the **SECOND PART**.

WHEREAS the Party of the First part is the absolute Owner of Premises No. 159, Rash Behari Avenue, P.S. Gariahat, Kolkata – 700 029, Ward No. 86.

WHEREAS the Party of the First part has obtained plan sanction of G+V storied building from KMC being B.P No.2022080055 dated 22/07/2022 and have already demolished the old existing dilapidated building. The said Party of the First part has also completed the piling work at the present site. Hence now the site is ready for foundation and structural work.

AND WHEREAS the Party of the First Part has agreed to appoint the Party of the Second Part, who will execute the civil work of the G+V building as per the sanction plan at Premises No. 159, Rash Behari Avenue, P.S. Gariahat, Kolkata – 700 029, Ward No. 86. The Party of the Second Part is a proper licensed civil contractor.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. The party of the ~~Second~~ ^{First} Part being a reputed civil contractor has approached the party of the Second Part for construction of G+V storied building at 159, Rash Behari Avenue, P.S. Gariahat, Kolkata – 700 029, Ward No. 86, and the party of the ~~Second~~ ^{First} part has agreed to appoint the party of the ~~First~~ ^{Second} part as the civil contractor for the said premises.

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Proprietor

Navyug Multicon Pvt. Ltd.

Handwritten signature

Authorised Signatory

2. That it has been agreed by and between both the Parties that the final consolidated rate for construction of the G+V storied building as per the sanction plan including all materials (sand, stone chips, bricks, shuttering materials etc) including steel (Durgapur/Rashmi) and Cement (Ultratech/Ambuja/ACC/Lafarge) at **Rs. 1100/- (Rupees one thousand one hundred only) per sq. ft.**

3. That the above mentioned rate is including all liabilities and claims (puja donation/blood camp/local police station etc) arising during the execution of construction of the G+V storied building and also will execute the civil work with due caution and care and ensure that the other buildings adjoining our premises as aforesaid, are in no way damaged nor any person or life endangered in any way.

4. The specification of construction is as follows:-

Foundation work :- Earth work in excavation of foundation only, backfilling with excavated earth (if excavated earth not possible to stored at site then cost of carried earth or filling sand will be extra), Brick flat soling and P.C.C in foundation and ground floor with brick Khowa, reinforcement work including cutting, bending & binding, casting of foundation, tie beams, columns, lift wall, all complete as per drawings.

Super Structure :-

Construction of ground floor to upper floor including shuttering, reinforcement, casting of columns, beams, slab, stair, lift wall, brick work with conventional bricks, inside and outside plastering work and fixing of door frame all complete as per drawings.

Construction of stair roof including shuttering, reinforcement, casting of columns, slab, stair, lift wall, brick work with conventional bricks, inside and outside plastering work and fixing of door frame, 125mm thick. Brick parapet wall all complete as per drawings.

Extra Terms :-

Elevation, underground reservoir/fire tank, boundary wall, drives way Passage & Overhead Tank, Pargola, Stair Head Room, site office or any other work which is not specified above will be charged extra as per prevailing market rate and only after due approval from the ~~second~~ ^{first} part.

Terms & Conditions :-

- Owner shall provide electricity, water (drinking & construction purpose) etc. free of cost to the contractor at site.

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Proprietor

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Authorised Signatory

- If there is any increase in market price of building materials, the rate given will be revised as per mutual consent of the both the parties.
- R/A Bill should be released within 20 days from the date of submission of the bill.
- Final Bill should have to be released within 45 days from the date of submission of the bill.
- Door frame, clamp and screw will be supplied by client Free of cost.
- GST charge extra as per govt. law.

Payment Schedule Breakup

- Complete foundation work up to G.L total covered area. @_____ of total rate Per sqft
- Complete R.C.C. Slab Casting 1st Flr. covered area. @_____ of total rate Per sqft
- Complete R.C.C. Slab Casting 2nd Flr. covered area. @_____ of total rate Per sqft
- Complete R.C.C. Slab Casting 3rd Flr. covered area. @_____ of total rate Per sqft
- Complete R.C.C. Slab Casting 4th Flr. covered area. @_____ of total rate Per sqft
- Complete R.C.C. Slab Casting 5th Flr. covered area. @_____ of total rate Per sqft
- Complete Brick Work covered area. @_____ of total rate Per sqft
- Complete Inside Plaster covered area. @_____ of total rate Per sqft
- Complete Outside Plaster covered area. @_____ of total rate Per sqft

5. That it is clearly understood that the above mentioned construction work of the G+V storied building will be executed within a maximum period of 12 months from the date of signing of this Agreement and the site is already made completely clear of construction work.

6. That the Party of the Second Part will be completely responsible and liable for any injury or damage to neighboring occupant or to any Third Party or to their workmen during the period of construction and the Party of the First Part will not be liable for any damages or injury.

MA KALI CONSTRUCTION Navjyug Multicon Pvt. Ltd.

[Handwritten Signature]

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hand and seal the day, month and year first above written.

SIGNED SEALED AND DELIVERED
by **THE PARTY OF THE FIRST PART**
in the presence of :

Witness :

1. Manish kr Morya
36/59, Jyoti Road
101-53

2.

Navyug Multicon Pvt. Ltd.

Authorized Signatory

SIGNATURE OF THE FIRST PARTY

SIGNED SEALED AND DELIVERED
by **THE PARTY OF THE SECOND PART**
in the presence of :

Witness :

1. Manish kr Morya

2.

MA KALI CONSTRUCTION

MA KALI
Proprietor

SIGNATURE OF THE SECOND PARTY