



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

35AB 208348

THIS AGREEMENT FOR CONSTRUCTION of IRISH made this
4th day September of 2020 (TWO THOUSAND TWENTY)
BETWEEN

Handwritten signature/initials in blue ink.

CANCUN CONSTRUCTION , a Partnership Firm (**PAN-AAIFC1661K**) , having its registered office at PSIXL Building, Room No. 505, 5th Floor, Chinar Park, Kolkata-700136, represented by its Partner Mr. Debasis Biswas (**PAN-AJHPB3184C**) s/o residing at _____

herein after referred to as the **FIRST PARTY**.

AND

M/S K.D.ENTERPRISE , a sole proprietorship firm and having its office at Premises No.04-023 PLOT NO. AI-112, STREET NO. 23, New Town, Kolkata- 700156, represented by its sole proprietor Mr. Jabbar Khan (**PAN-AXGPK5416R**) s/o Late Kamruddin, by faith - Muslim, Occupation - Service, Residing at 1526, Mohalla Pal, P.O. – Tigaon, P.S. – Tigaon, Dist: Faridabad, Haryana, India, Pin – 121004 , herein after referred to as the **SECOND PARTY**.

WHEREAS the First Party is the a Partnership Firm having its business of development of property whereas the Second Party is a sole proprietor and it has sufficient knowledge for executing the construction.

AND WHEREAS First Party admitted that at present he is in some trouble and he is unable to carry on the construction then the Second Party approached to the First Party for executing the construction mentioned in below

AND WHEREAS the Second Party assured the First Party and undertake to execute the construction of the First Party for a substantial period from the .Month of February 2020.



AND WHEREAS relying on the representation, promise and/or assurance made by the Second Party , the First Party agreed to permit the Second Party and Power of Attorney to carry on the construction of the building (details mentioned in below) on behalf of the First Party for a substantial period from the month of February 2020 to March 2021 (excluding the pandemic period) subject to the terms, conditions and considerations.

Subject :

That the Work Order for complete Civil/ plumbing/ Electrical and finishing work (Excluding Supply & installation of Lift , DG set, Transformer) the entire Construction including all Brick Work with lintel , Plaster(inside & outside) all floor & Door work , PVC Door work , all window work , flooring work , all wall tiles , all grill work , all Aluminum window with glass work , all electric work , all sanitary plumbing work and fixing , boundary wall with paint , OHR & UGR, Septic Tank , ground floor BFS , PCC & Chequered Tiles work , roof treatment , inside wall and ceiling POP, and paint work as per details Annexure "A" SL. NO. 1 to 18 for "IRISH" Project (G+4 storied Residential Building) Mouza - Mohammadpur, J.L. No. 32, Re. Su. No. 82, Touzi No. 173 comprised R.S./L.R. Dag No. 1591, under R.S. Khatian Nos. 566, 458, corresponding to L.R. Khatian Nos: 818, 1049, 1381, 359 & 1275, classified as "DANGA" land, Additional District Sub-Registrar Office at Rajarhat, Police Station -Rajarhat, within the jurisdiction of Rajarhat - Bishnupur 2 No. Gram Panchayet, District - North 24 Parganas, under Cancun Constructions of Kolkata.

That the First Party with the work order for the above work and the Second Party had quoted Rs. 1,50,25,000/- for the abovementioned work, the empanelled Civil Engineer of the First Party estimated the amount to the tune of Rs. 1,05,90,589J- and after adding the 10% of grace amount the settled amount was Rs. 1, 16,49 899/- finally the final settled amount for the purpose of above mentioned work is Rs. 1,40,00,000/- (the details of the payment mode annex herewith and



marked as Annexure "A" SL. NO. 1 to 18) which is mutually agreed by both the party after getting confirmation from the empanelled Civil Engineer to be paid to Second Party for execution of the Said Work.

That the First Party instructed to the Second Party to execute the work strictly on the basis of specification laid down in the work schedule. Payment will be made after completion of all the work as per the work schedule and after that the Second Party (K.D.Enterprise) shall submit the bill to the Cancun Constructions till then the Second Party (K.D.Enterprise) carry on all the work till the completion by their own pocket expenses and after completion of entire work and after due satisfaction of the Cancun Constructions and the empanelled Civil Engineer(consultant) the payment will be raise by the First Party (Cancun Constructions) within 15 days of completion of the entire work.

That the Second Party will obtain labour license from registration office, contract and labour (Regulation & Abolition) Act. 1970.

Work as per specification :

Second Party shall work strictly as per the technical specifications and under instructions of the Project Engineer & Consultant. The instructions of the PE shall be strictly followed by them and their representatives. In the event if it is found that they are not following the instructions, strict action will be taken in this regard. Under no circumstances any kind of indiscipline or misbehavior from them and their representative will be tolerated and in the event if it is found that any of representatives of them is misbehaving at site, he shall be forthwith removed from the site. (The detail of work specification annex hereunder as annexure "A" SL. No. 1 to 18).

Payment:

The First Party (Cancun Constructions) shall pay the tune of Rs. 20,00,000/- (Rupees Twenty Lac) after completion of Inside & Outside plaster work of the total building & balance Rs. 120,00,000/- (Rupees



One hundred twenty lac) shall be paid after complete the said work as well as after 15 days from completion of the said construction Second Party (K.D. enterprise) agreed to complete the construction work as per the Annexure "A" SL No. 1 to 18 but if anything required to be done at the time of construction work going on the K D Enterprise is bound to complete such work, if the First Party do not make the said amount of Rs. 120,00,000/- after expiry of said 15 days from the date of completion of the said construction , in that event the First Party shall be bound to transfer the ready space on first & second floor in the said building to the Second Party to that extent @ Rs. 2500 per sq.ft against the said outstanding amount of Rs.120,00,000/- for a particular defined area.

Quality of Materials and Workmanship :

The Second Party shall ensure that the materials delivered at Site are acceptable quality and the workmanship shall also be as per the quality standards set by the PE and any substandard materials and/or workmanship shall be liable for rejection and rectification by the cost of the Second Party

Completion Certificate :

That the completion of work will have to be certified by the project Engineer of the First Party.

Safety & Security :

That the Second Party will be solely responsible for safety and security of their men, equipments, machine and brought to our site

Arbitration :

That if any disputes is arisen in that event it shall be referred for conciliation to our private conciliator Project Engineer and Consultant with the consent of both the party and his conciliation Award will be binding on both the parties.



ANNEXURE- A

TOTAL COST ESTIMATE OF IRISH BUILDING		
Sl. No.	Item Description	Quantity
1	Brick Work	
A	200mm thk. Brickwork (balance & new)	23.52 cu.m..
B	125mm thk. Brickwork(balance & new)	807.00 sq.m
C	75mm thk. Brickwork(balance & new)	46.65 sq.m.
2	Plastering Work (all)	
A	Inside Plaster (all)	6539 sq.m.
B	Ceiling Plaster(all)	
C	All common wall Plaster	
D	Outside Plaster	723.77 sq.m
3	Door Frame	
A	Door frame & shutter	92 nos.
B	PVC frame & shutter	72 nos
C	Door frame (Sal Wood)	
D	Flash door shutter	
4	Aluminium window with glass	1763 sq.ft
5	Flooring & Tiles work	
A	Floor Tiles- Vitrified Tiles (Jhonson/RAK/Cera/somani)	18900 sq.ft.
B	Wall Tiles 6 ft. height- Ceramic (Branded company)	5830 sq.ft.
6	Stair, Balcony MS Grill & MS railing etc,	3255 sq.ft
7	Inside wall & Ceiling POP	65474 sq.ft.
8	Inside door- Window, MS railing etc. Enamel paint	3255 sq.ft.
9	Outside Paint	7572 sq.ft.
10	Roof treatment & Screed concrete	3230 sq.m
11	Kitchen counter of Granite	474 sq.ft.
12	Ground floor BFS, PCC & Chequered tiles	3636 sq.ft
13	Boundary wall (Balance brickwork, Plaster,	L/S

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	Paint)	
14	UGR, Septic tank & Over head tank	L/S
15	Inside periphery road BFS, PCC, Sand filling, & PVC paver block	L/S
16	RCC (Concrete, Reinforcement, Stuttering)	L/S
17	Total building electricity work (Finolex wire , Anchor switch) Excluding fittings & fixture	L/S
18	Total sanitary plumbing work (Ashirbad / Supreme) with all fittings & fixture	L/S

The above quantities may vary and the Second Party is not going to charges any extra amount for the completion and the entire work is entitled to them within the stipulated value.

TOTAL SETTLED AMOUNT:- 1,40,00,000.00 (Rupees One crore forty lac)

WITNESSES

SIGNATURE OF THE FIRST PARTY



SIGNATURE OF THE SECOND PARTY