

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

03AC 361211

AGREEMENT FOR CONSTRUCTION

THIS AGREEMENT FOR CONSTRUCTION is made this day of 15th
December, 2024

BETWEEN

M/S. R.M. CONSTRUCTION, PAN NO. AGPSD3378C, GST NO.
....., a partnership firm, having its office at
36/3/2(111), Kalikapur Vivekandnada Pally, Eastern Park, P.O. Haltu, P.S.
Garfa, Kolkata - 700078, represented by its partners namely (1) **SRI
SHANKAR MONDAL** son of Late Sambhu Nath Mondal, aged about- 49
years, by faith - Hindu, by occupation - Business, residing at 29/A,
School Road, Santoshpur, Kolkata - 700075, (2) **SRI ALOKE RAKSHIT**,
son of Late Anil Ch. Rakshit, aged about 55 years, by faith - Hindu, by
occupation -Business, residing at 5/41A, Chittaranjan Colony, Kolkata -
700032, (3) **SRI AMLAN DATTA** son of Late Atul Krishna Datta, aged about
55 years, by faith - Hindu, by occupation -Business, residing at
36/3/2(111), Kalikapur Vivekandnada Pally, Eastern Park, P.O. Haltu, P.S.
Garfa, Kolkata - 700078, hereinafter called by and referred to as the
DEVELOPER (which terms and expression shall, unless excluded by or
repugnant to the subject or context, be deemed to mean and include their
respective heirs, successors, executors, administrators, legal
representatives, successors-in-interest, successors-in-office and assigns
and partner or partners for the time being of the said firm) of the **ONE
PART.**

AND

Amlan Datta

BIPUL CHANDA
Biphola 12

Amlan Mondal

Shankar Mondal

BIPUL CHANDA, (Aadhaar No. 3773 3219 2984, PAN No. ADQPC0695J, GST NO. 19ADQPC0695J1Z4) Son of Late Dulal Chanda, residing at C/62, Baghajatin, Kolkata - 700092, hereinafter called by and referred to as the **CONTRACTOR** (which term and expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his heirs, successors, executors, administrators, legal representatives, successors-in-interest, successors-in-office and assigns and proprietor for the time being of the said firm) of the **OTHER PART**.

WHEREAS the DEVELOPER is desirous to construct a G+III storied residential building (B.P. No. 2024120104 dated 10.06.2024) at premises No. 269, Baghajatin E-Block East, K.M.C. Ward No. 101, Borough No. XII, Kolkata - 700086, P.S.- Patuli and has made drawings and specification on which the work has to be done.

AND WHEREAS the drawings, specifications and quotations have been signed by on behalf of the parties hereto. The work is to be carried out in terms of "General Conditions". Scope of work, quality, workmanship and quotation are annexed hereto and part of this agreement.

NOW IT IS AGREED AS FOLLOWS :

1. The consideration of the agreement is Rs.500/- (Rupees Five Hundred) only per Sq. Ft. for Foundation work upto plinth level which will be measured from outside to outside of TIE beam AND Rs.1100/- (Rupees One Thousand One Hundred) only per Sq. ft. of covered area which will be measured outer to outer of casting floor, full of stair roof and Lift machine room roof and half of the Lift machine room floor calculated as covered area of the building to be paid in the manner set forth in this agreement.
2. The term Architect/Structural Engineer in this agreement means person or persons appointed by the Developer for the purpose of Architectural planning and designing etc. of the building/structures to be constructed. They will be also responsible for issuing necessary instruction about the quality and workmanship at site as and when they make inspection at site and their instruction is final.
3. This contract is for casting work from foundation to top floor, stair room, brick work thereon and plastering, septic tank, parapet wall, and entire ground floor cement finish, lift-well by bricks, floor and roof of lift room as detailed in the drawing. The payment is to be made on outer-outer measurement of covered area.

Amlan Datta

BIPUL CHANDA
Bipul Chanda

Arave Parashif

Bharat Khandal

4. The Developer/Architect reserves the right to alter the drawing and nature of work by adding and giving extra to the Contractor or omitting any item of work.
5. The contractor will not be entitled to hand over the job to any other contractor and shall work directly under the supervision and direction of the Architect/Developer.
6. The contractor will complete the entire work (except car-parking area, 5'-0" height boundary wall, gate column, finishing of open space) within 12 (twelve) months & 3 (three) months grace time from the date of completion of piling works.
7. The payment will be made in Kolkata and any dispute arises will be settled in the Court of Kolkata.
8. All materials such as stone-chips, sand, bricks, steel and cement must conform to its norms and should be approved by the Architect /Developer. "Defective materials, if found by the Architect/Developer, must be removed immediately from the site at the cost of the Contractor.
9. If the cost of materials increases more than 5% especially steel and cement, it will be charged as extra by the Contractor. The following is the basic price of the building materials as on date:

CEMENT	:	Rs. 385/- per Bag
STEEL	:	Rs. 85,000/- Per ton for Eigan brand
		Rs. 68,000/- per ton Durgapur brand
SAND	:	Rs. 8,000/- per % Cft.
STONE CHIPS:		Rs. 9,200/- per % Cft.
BRICKS	:	Rs. 12,000/- per thousand Nos. (1 No. picket)
10. Water and electricity will be provided at the ground floor by the Developer at free of cost. The Contractor will carry the same at the upper floors at his own cost.
11. Pump set will be provided by the Contractor at his own cost.
12. If any filling material (silver sand) is required will be provided by the Developer at his own cost, except pailing place.
13. The payment will be made in Cash or through Bank.
14. If any sort of any accident occurs to the workers or passerby or any individual present in the site , the entire responsibility regarding medical expenses , compensations , etc. has to be taken by the Contractor. The Developer shall not be held responsible in any accident case under any circumstances.
15. If the Contractor fails to maintain proper time schedule or compromises with the quality of materials used , lack in workmanship , then the Developer shall have the right to terminate

Arise
Pursuit

Sankar Mandal

Amlan Datta

BIPUL CHANDRA
SIPHACHAND

this agreement issuing a 7 (seven) days Notice to the Contractor. Then the Developer has all the right to transfer this contract to any other eligible person .

16. That the several parts of the contract have been read by the Developer and the Contractor and fully understood by the Developer and the Contractor.

SCHEDULE

1. Defect Liability Period : 12 months after getting completion certificate from KMC.
2. Date of Agreement : Date of signing of this Agreement
3. Date of Completion : After signing of agreement 12 months from the date of foundation work & 3 months grace period.

GENERAL CONDITION RULES AND GUIDELINES FOR CIVIL WORKS.

A. LAYOUT AND EARTH WORK

1. Cleaning at site and marking layout of the building by permanent grid points on brick pillars and to be verified and signed by Architect/Developer.
2. Leveling and ramming of pits to receive the concrete.
3. Cutting the R.C.C. Pile Cap foundation
4. Filling the pocket of the foundation, watering and ramming. If Extra earth is required the same is to be supplied by the Developer at his own cost.
5. Top level of tie beam should be raised by 450 mm from the Chest of the road

B. CONCRETE WORK (R.C.C.)

1. Framework and centering up to required height, boxing, sewerage of water tight shuttering. Foundation as per sanction plan submitted by Engineer engaged by the Developer in the ratio of 1:2:3.
2. For plank wood shuttering , polythene to be provided by the Contractor. Columns to be cast by using ply wood only. Column casting in the ratio 1: 1.5 :3.
3. Adequate cover as directed by the supervising Architect / Structural Engineer to be provided to all reinforcement by using cement gutkas which are casted and dried at least 2 days before use.
4. All materials must be at site for inspection at least 2 days prior to casting work.
5. All reinforcement including propping , bracing, leveling to be checked and logged by the supervising Architect/Structural Engineer/ Developer prior to casting.

Amlan Datta

BIPUL CHANDA

BIPUL CHANDA

Arave Panchuruf

Shankar Mondal

6. Continuity of all casting works to be maintained throughout by rough edges and grooves in every phase.
7. Lap length will be directed by the Supervising Architect / Structural Engineer.
8. Adequate time must be provided for putting electrical conduits.
9. For fixing nominal volume in mechanical mixture correct ratio is to be maintained to achieve the minimum compressive strength in cube test as per BIS (a batch of 3 cubes will be taken out of every casting or at random and tested by the Developer's Architect / Structural Engineer).
- Mix ratio by Vol. Minimum Compressive Strength at 28 days
1:2:3 150 Kg / Sq. cm.
10. For ordinary Portland / Slag cement (IS 269 / 455) forms may be struck after expiry of the following period :
- | | | |
|---|---|---------|
| a) Column walls, Vertical sides of beam | - | 24 Hrs. |
| b) Bottom of slab up to 4.5 mtr span | - | 14 days |
| c) Bottom of slab above 4.5 mtr. span | - | 21 days |
11. Mechanical compaction by using vibrators and curing of all concrete works for 15 days. Columns to be cured by using wetted gunny bags.
12. Chipping of all concrete surface properly to receive plaster and other finishing .
13. Casting work shall also include casting of one cooking platform (1'- 6" x 6'- 0") in each kitchen , chajjas , lintel , one moderate size loft (4' -0" x 4' -0") in each flat and floor & roof of lift machine room.
14. Caretakers room (if mentioned in K.M.C. sanction plan) with toilet Tprovision in the ground floor of the main construction adjacent to the stair case should be provided.

15. MATERIAL USED

- | | |
|----------------------------|---|
| a) STEEL | Tor rod of Durgapur Brand (Elegant Brand in foundation and Durgapur Brand in Super Structure) |
| b) CEMENT | Lafarge , Ultratech , ACC. for Structural works and Konark , Reshmi for brickwork , plastering & finishing works |
| c) MEDIUM AGGREGATES- SAND | Medium course for brick-work and plastering, medium course for casting work and must be clean, free from all impurities . If required sand is to be sieved for elimination of |

Amlan Datta

BIPUL CHANDA
BIPUL CHANDA
Factor

Above level

Shankar Mandal

- | | | |
|----|---------------------|--|
| | | impurities |
| d) | COURSE
AGGREGATE | 5/8 Stone chips (Pakur / Rampurhat)
must be washed, clean from all impurities. |
| e) | WATER | Portable. |
| f) | BRICKS | 2 nd class bricks Picked.
(Malancha manufacturer) |

C. BRICK WORK

1. Brick should be 2nd class brick / picked having minimum compressive strength 75 kg/ Sq. cm., water absorption capacity not be more than 20%, they are to be soaked in water for at least 24 hrs. before use.
2. Fixing of all frames of doors and windows (if wooden) has to be done by the Contractor.
3. Septic tank, driveways are also included within the scope of this work. 10" brick pillar to be built on the ground floor for supporting pipes, gates, if necessary.
4. Partition net to be provided at the interval of three layer of 3" wall.
5. 1:6 cement / sand ratio for 200 mm and 125 mm thick wall and 1:4 cement/ sand ratio for 75 mm thick wall and plastering of roof to be maintained unless directed otherwise by supervising Architect / Structural Engineer.
6. Sand used must be to the satisfaction of the Architect / Developer.
7. Elevation will be charged as extra by the Contractor and finalized of the rate for elevation is to be done before the Commencement of work.)
8. Curing period of 6 days will be for brick work and plastering works and 15 days roof casting curing.

D. PLASTERING WORK

1. Finished surface shall be truly horizontal or vertical, if otherwise, it has to be re-done.
2. Provision of drip moulds (12 mm x 20 mm) in chajjas and other places as directed by Architect / Structural Engineer.
3. Finishing of edges of electrical fittings, boxes and floors.
4. Plaster finish of door frames, window frames, grills, glass, etc.
5. For outside plaster water proofing compound (if necessary) to be used but the water proofing material is to be supplied by the Developer.
6. Use of aluminum patta for inside plaster.
7. Sand used should be to the satisfaction of the Architect / Developer.

E. OTHER WORKS

1. Surface leveling and slopes as per instruction of Architect / Structural Engineer.

Amlan Datta

BIPUL CHANDA
Bipul Chanda

Arise Roushni

Shankar Mondal

2. Construction of underground septic tank with finish and tank cover will be provided by the Contractor.
3. Damp proof chemical treatment of roof as per GF norms and material to be supplied by the Developer.
4. Site should be neat and clean and all debris should be removed by the Contractor at his own cost.
5. Any type of Elevation work for beautification of the building, Gate columns, Boundary wall (if necessary), Under-ground and Over-head water Reservoir will be charged as extra according to the current market rate.

F. MISCELLANEOUS

1. Materials at site will remain at the sole responsibility of the Contractor. For any loss or theft of materials the Developer shall not be held responsible.
2. All allied expenses for the smooth running of the construction including puja or any kind of any subscription, etc. shall be on the account of the Contractor.
3. The Contractor shall bear any type of accident liabilities during construction period or any loss or damage due to natural calamities.
4. Full of stair roof and lift machine room and half of the lift machine room floor calculated as covered area of the building.

WORKING AND PAYMENT SCHEDULE

Sl. No	DESCRIPTION OF WORK	PAYMENT
1.	Earthwork and foundation work up-to plinth	500000/-
2.	1 st slab casting	400000/-
3.	2 nd slab Casting	400000/-
4.	3 rd slab casting	400000/-
5.	4 th slab casting	400000/-
6.	Stair roof, Lift machine room floor and Roof, overhead tank.	300000/-
7.	Brickwork at ground floor, 1 st floor and 2 nd floor	300000/-
8.	Brick work at 3 rd , 4 th floor and roof	300000/-
9.	Entire inside plaster	400000/-
10.	Entire outside plaster	400000/-
11.	Gate columns, car parking, open space finish after completion of pipeline etc.	Balance Amount
Total :		

- 5) The above payment schedule have to be charged as per mutual discussion of both the parties for their convenient of working.

Amlan Datta

BIPUL CHANDA
Bipul Chanda
Proprietor

Arise
Pavement

Shan Kar Mandar

TDS will be deducted from each payment as per applicable in law.

We agree to abide by the above terms and condition and General Conditions, Rules and Guidelines.

Final bill will be submitted after obtaining the completion certificate from K.M.C.

IN WITNESSES WHEREOF the parties have hereto set and subscribed their hands and signatures on the day month and year first above written.

**SIGNED, SEALED AND DELIVERED
IN KOLKATA
in presence of the following Witness**

1.

1. Arone Paulmit

2. Shankar Mandal

3. Amlan Datta

**For Developer
(M/S. R. M. CONSTRUCTION)**

2.

BIPUL CHANDA
Bipul Chanda

**For Contractor
BIPUL CHANDA**

Prepared by

Advocate