



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA02954868205449T
 Certificate Issued Date : 16-Apr-2021 12:27 PM
 Account Reference : NONACC (FI)/ kaksfcl08/ SHIVANADA/ KA-BA
 Unique Doc. Reference : SUBIN-KAKAKSFCL0876240420262185T
 Purchased by : SUDHA JANARDHAN
 Description of Document : Article 5(J) Agreement (In any other cases)
 Property Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : KIDWAI MEMORIAL INSTITUTE OF ONCOLOGY
 Second Party : SUDHA JANARDHAN
 Stamp Duty Paid By : SUDHA JANARDHAN
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



Please write or type below this line

THIS MEMORANDUM OF UNDERSTANDING is entered into at BENGALURU on the 18th day of April, 2021 **BY AND BETWEEN:**

KIDWAI MEMORIAL INSTITUTE OF ONCOLOGY, a cancer care hospital in Bengaluru and an autonomous institution of the Government of Karnataka and a Regional Cancer Centre recognized by the Government of India, having its office at Dr M H, Marigowda Road, Bengaluru, Karnataka 560029 and represented by its Director Dr. C. Ramachandra, hereinafter called the **FIRST PARTY**, which term

Sudha Janardhan Director

Statutory Alert:

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Dr. M.H. Marigowda Road,
Bengaluru-560 029

KARNATAKA GOVERNMENT OF KARNATAKA

wherever the context permits shall mean and include its successors-in-office and assigns from time to time on the **ONE PART**;

A N D

MRS.SUDHA JANARDHAN, aged about 66 years, wife of late Mr.S.Janardhan, of No.103, Embassy Centre, No.11, Crescent Road, Bengaluru 560 001, hereinafter referred to as the **SECOND PARTY**, which term wherever the context permits shall mean and include her heirs, successors, assigns, legal representatives, executors and administrators on the **SECOND PART**;

A N D


M/S.STONECRA, a Partnership Concern having its office at No.4, 4th Cross, G Block, Sahakaranagar, Bengaluru 560092 and represented by its Partner Mr.P.S.Karthik, hereinafter referred to as the **THIRD PARTY**, which term where the context so permits shall mean and include his heirs, successors, assigns, legal representatives, executors and administrators on the **THIRD PART**;

WHEREAS the Central Medical Stores (CMS) at the MDOPD Block of the First Party, measuring Approximately 6,600 sq. ft. (more fully described in the Schedule written hereunder and hereinafter referred to as the Property) belongs to the First Party;

WHEREAS the First Party was desirous of renovating the same on par with National Accreditation Board for Hospitals & Healthcare (NABH) Norms;

WHEREAS the Second Party has been doing charitable activities and as such has approached the First Party and has offered to renovate the aforesaid Central Medical Stores (CMS) at the MDOPD Block of the First Party, for the benefit of the First Party at her cost and expenditure, to which the First Party has agreed;

Sudha Janardhan


Director
Kidwai Memorial Institute of Oncology
Cancer Research & Training Centre
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Bengaluru-560 029



WHEREAS the Third Party who is a contractor and has the necessary infrastructure, expertise and knowledge, has offered to take up the renovation work of the aforesaid Central Medical Store (CMS) at the MDOPD Block of the First Party;

WHEREAS the Parties herein desire to reduce the terms and conditions agreed upon into writing;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Second Party hereby confirms having retained the Third Party, with the consent of the First Party, for renovation of the aforesaid Central Medical Store (CMS) at the MDOPD Block of the First Party and the Third Party has agreed to carry out the renovation work as per the specifications set out in the Annexure enclosed hereto.
2. The consideration for this contract of renovation shall be borne by the Second Party, which shall be paid by the Second Party to the Third Party at various stages as mutually agreed upon between the Second and Third Parties herein.
3. The First Party shall secure approval of plan/permissions, if required, in its name from the concerned authorities at its cost and expenditure.
4. The First Party shall make available to the Second and Third Parties one complete sets of connected documents and drawings prior to the commencement of the renovation work.
5. The renovation work shall be inspected, supervised by the Engineering Officers of the Institute and Department Concerned from time to time. The Engineering Officials shall send a report to the Second Party on a regular intervals and in case of any minor defects/deviations in the renovation, the same shall be reported to the Third Party and the Third Party shall rectify such defects. However, in case of any major defects or deviations, the Engineer officials shall report the same to the Second Party and the final decision in respect of rectification of such defects/deviations shall be taken by the Second Party, which shall be binding on the First party and the Third Party. The First Party shall alone be responsible for any

Sudha Saradhnan

[Signature]
Director

3
Kidwai Memorial Institute of Oncology
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defects/deviations in the renovation work, due to Non-reporting of such defects by the Engineering officials to the Second Party or Third Party. The First party shall also recommend/certify the running account bills as submitted by the Third party and forward to the Second party for making necessary payment.

6. The First Party shall keep the Second and Third Parties fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings that may arise against the Second and Third Parties by reason of any failure on the part of the First Party to secure necessary permissions and sanctions from the Government and other statutory authorities or on account of any act of omission or commission or failure to fulfill or observe statutory or legal obligations or directions in carrying out the renovation work.

7. The Third Party shall act only as a contractor and shall not be deemed to be in possession of the Property in any manner whatsoever and the said building during the period of renovation work and thereafter shall be under the possession of the First Party. The Second and Third Parties shall not claim any possessory rights thereon. The Third Party shall be entitled to put up a fencing at the construction site to store its men and material. However, in the event of any theft or damage to the materials stored, the Third Party shall alone be responsible. The Third Party shall commence after 18.04.2021 and after Singing of this MOU.

8. The Third Party shall be entitled to appoint Architects, Structural Engineers and consultants at his own cost to execute the renovation work and/or to entrust the renovation work to such person/s as the Third Party may deem fit, provided the Third Party alone shall be liable to fulfill the terms and conditions of this agreement. The Third Party shall ensure use of good quality materials and shall provide quality construction with specifications and amenities as set out in the Schedule annexed hereto and ensure the structure takes weight as per structural designs. The Third Party shall not make any major change or substitution in the said specification and amenities without the consent in writing of the First and Second Parties obtained in that behalf. The Third Party shall indemnify and keep indemnified the Second Party in respect of all actions, proceedings, demands, claims, cost/s, charge/s, expenses losses, damages and/or penalty/ies of all sorts of nature whatsoever, the Second Party may be

Sudha Banaradhan

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Director

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put to, sustain or incur due to or arising out of or in connection with the renovation of the building.

9. The Third Party shall keep the First and Second Parties fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings that may arise against the First and Second Parties by reason of any failure on the part of the Third Party to discharge its liabilities/obligations under this Agreement or arising out of renovation work of the said building or on account of any act of omission or commission or failure to fulfill or observe statutory or legal obligations or directions in carrying out renovation work of the said building.

10. The Third Party shall be entitled to bring its men and material and store them in the said premises and shall continue to have the aforesaid license and permission till the completion of renovation work of the said building. The First Party shall accommodate the workers in its Institute premises and once the renovation work is completed, the workers shall vacate the premises. The Third Party alone shall be responsible for the Security, Safety Gears, insurance coverage and other welfare measures of the workers and Compensation payable in case of Injury/death as per working Compensation Act, safety of workers during execution engaged in the renovation work.

11. The Third Party shall provide one year warranty (Defect Liability) for any defects in the renovation work by attending to the same at his cost from the date of handing over of the building to the First Party.

12. The First Party shall provide necessary water and electricity required for the renovation work of the building at the said premises to the Third Party free of cost.

13. The Third Party shall complete the renovation work in all respects as per plan and as per Specifications set out in Schedule annexed hereto within 3 (Three) months from the date of commencement of the renovation work. However, the Third Party shall be entitled to reasonable extension of time for securing completion of the renovation of the said building if the delay in completion of renovation work is caused by reason/s beyond the control of the Third Party including any default on the part of

Sudha Banardhan



Director

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the Second Party under this Agreement, non-availability of buildings materials controlled by Government or other statutory agency, electricity, water or sewerage connection, Government sanctions, Government restrictions, civil commotion, Court order, injunction, labour unrest, any act of God and the like which shall be immediately notified by the Third Party to the other Parties. In such an event, the time for completion of renovation work of the said building shall be extended by a period compensating for such delay by mutual discussions and consent.

14. The Second Party and/or her authorised representatives at all reasonable times shall have the right of inspection of the progress of work and quality of construction. The decision of the Architects appointed by the Engineering officials of the First Party and the Second Party, for the project as to quality of material and work, the rate of progress of work, shall be final and binding on the Parties herein. Modifications and changes, if any, made by the Architect as per discussions agreed upon, shall then be acceptable to the First Party/Third Party. In all such decisions the Second Party will always be associated. Quality of material will be taken by the brand name quality and the standards specified.

15. The First Party and/or its Engineering officials/Deposit Officials or representative will be associated with the renovation work from the beginning and throughout the construction to the last and their suggestions, changes, modifications, deviations will be given due weightage and will be carried out after thorough discussions with the Second and Third Parties, if considered feasible. They will be provided free access to the construction site and facilities to be associated with the construction and inspect the same. However, the First Party shall not obstruct or interfere with the construction.

16. The Second Party shall be responsible only for making payment to the Third Party in respect of the renovation work of the Central Medical Store (CMS) and as such shall not be liable or responsible for any other issues arising out of the renovation work that will be carried out on the said property.

17. A Board depicting "renovation work has been carried out in memory of late Sri.S.Janardhan, Chartered Accountant, Bengaluru" shall be displayed at the main

Sudha Janardhan



Director

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entrance and at such prominent places as may be mutually agreed upon between the Parties herein and the and the First Party representing the Governing Council, shall secure necessary permissions and sanctions from the Governing Council, other authorities in this regard.

18. This agreement shall not be terminated unilaterally by any of the Parties herein and subject to there being no default on the Third Party, the appointment of the Third Party shall be irrevocable.

19. In the event of any dispute arising under this Agreement, the same shall be referred to an Arbitrator appointed by the Second and Third Parties, whose decision shall be final and binding on all the Parties herein.


IN WITNESS WHEREOF THE PARTIES HEREIN HAVE HEREUNTO SET THEIR HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED BEFORE THE FOLLOWING WITNESSES:

WITNESSES:

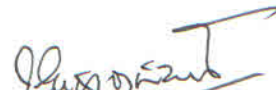
1. 
B. ANAND
Flat 203 "Aasba Krupa"
92 EAST Park Road
Malleswaram Bangalore 560003


Director
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FIRST PARTY


Sridha Banaradhan

SECOND PARTY

2. 
FINANCIAL ADVISER
Kidwai Memorial Institute of Oncology
Dr. M.H. Marigowda Road, BANGALORE-560 029

STONECRA
NO. 4, 4th Cross, 'G' Block
Sahakaranagar
BANGALORE - 560 092


THIRD PARTY

Annexure

Specification of the renovation work/BOQ/Estimated Cost Summary