



उत्तर प्रदेश UTTAR PRADESH

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MEMORANDUM OF UNDERSTANDING (MOU)

This Agreement in between

M/s MSPARK FUTURISTICS & ASSOCIATES

(Henceforth referred to as MFA)

Having their registered office at

Unit No. 708/709, 7th Floor, Tower C, Noida One, Plot No-08, Block-B,
Sector 62, NOIDA - Gautam Budh Nagar, (Uttar Pradesh)-201309

Through its Managing Director Mr. Chandra Bhanu Raman

And

M/s G.L. Bajaj Institute of Technology & Management, Greater Noida

(Henceforth referred to as GLBITM)

Having their registered office at Plot No.2, Knowledge Park III, Greater Noida
Gautam Budh Nagar (Uttar Pradesh) 201306

Through its institute Director Dr. Rajeev Agarwal

This agreement sets forth the terms and conditions under which M/s G.L. Bajaj Institute of Technology & Management, Greater Noida will provide services related to *geotechnical soil investigation, traffic survey, various kind of material testing, design related survey for structure and highway*, to M/s MSPARK FUTURISTICS & ASSOCIATES.

Sanjeev Kumar Sharma
Advocate, Notary
Reg. No-8228
Distt. Gautam Budh Nagar

Signature

“MSPARK Futuristics & Associates will use the credential (Financial & technical) of M/s G.L. Bajaj Institute of Technology & Management, Greater Noida on project to project basis as per need of tender”.

1. DEFINITIONS:

1.1. MFA: MFA in this agreement implies MSPARK Futuristics & Associates.

1.2. GLBITM: GLBITM in this agreement implies G.L. Bajaj Institute of Technology & Management, Greater Noida.

2. BACKGROUND & OBJECTIVES:

2.1. MFA is an engineering firm, providing consultancy services for all infrastructure projects. The Key strength of the firm is to provide services right from pre tendering to feasibility study of all kind of projects, tendering for projects, rate analysis, business promotion related to infrastructure & civil construction for new entrepreneurs by facilitating to manage credentials for them. For the above projects technical services, project management , construction supervision (NHAI & State Roads) detailed engineering design like creation of P&P by MX road , road estimation , pavement design (flexible & rigid) , bridge & culvert design , quantification of civil work , project cost evaluation , rate analysis and profit projections.

2.2. GLBITM (GL Bajaj Institute of Technology and Management) is one of the quality driven educational institute in the Greater Noida/Delhi-NCR Region. GL Bajaj stands out in its approach to assist and equip the students for their overall development, giving them a strong foundation for a successful future. The institute offers B.Tech, M.Tech, MBA, MCA.

This self financed institute is governed by Rajeev Memorial Academic Welfare Society (Registered Under Societies Registration Act 1860). It is approved by All India Council for Technical Education (AICTE), Ministry of Human Resource Development, Government of India and affiliated to Dr. A.P.J. Abdul Kalam Technical University, Lucknow.

2.3. Due to urgency of project and unavailability of in-house resources currently, MFA has decided to outsource for project work to GLBITM who have shown their willingness to undertake as per agreed terms and conditions.



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2.4. Both the parties have expressed their interest to enter into an understanding with each other, as per which GLBITM will take the geotechnical soil investigation for different projects for MFA on an exclusive basis and as per terms specified in this agreement.

3. RESPONSIBILITIES AND CONTRIBUTIONS:

3.1. **Responsibilities of GLBITM:** All manpower, lab equipments and other resources related to the following services will be provided by GLBITM.

3.1.1. Geotechnical Soil Investigation

3.1.2. Traffic Survey

3.1.3. Various kind of material testing

3.1.4. Design related survey for structure and highway

3.2. **Responsibilities of MFA:**

3.2.1. Decide the Standard of the work

3.2.2. Provide the access to the site

3.2.3. Provide IS code.

3.2.4. Help in coordination in case any support is required during the work.

3.2.5. A pilot project for training of the student will be done

3.2.6. Possible help related to placement of suitable /trained student

4. Intellectual Property Rights:

4.1. It is well understood by both the parties that M/s GLBITM are providing services to M/s MFA related to geotechnical soil investigation, traffic survey, various kind of material testing, design related survey for structure and highway.


4.2. GLBITM will have right to use data for research work with prior permission of MFA.

5. **Price and Payment Terms:** MFA will make a payment in Indian Rupees with Service Tax (if applicable) to GLBITM against the services provided. It will be as per mutual discussion.

6. **Time Frame and Delivery:** as per project T&C

7. **Abortion of Project:** In case M/s GLBITM are unable to complete assigned project work or not willing to complete it for whatsoever reasons, they will have to refund amounts to MFA after deducting service charge provided till that date.

8. **Complete Agreement:** Each party acknowledges that it has read this Agreement and agrees that it is the complete and exclusive understanding between the parties. This agreement will be valid immediately after signing by both the parties, as agreed by their duly authorized representative set forth below.

I. B. Gaur


Muyyath

For MFA

Managing Director L.N. Baman
Date 15/11/2018
Place Noida

For GLBITM

Director [Signature]
Date 15/11/2018
Place Noida

Witness I

Signature: [Signature]
Name: SAURABH JAIRATH
Address: Flat No. 99, Samrat Appz.
Vasundhara Enclave
Delhi - 96

Witness II

Signature: [Signature] 15/11/2018
Name: Dr. Prashant Mulchery
Address: Dept of civil Engineering
G.L. Bajaj Institute of Technology & Management
Greater Noida, UP. 201206.

