

**MEMORANDUM OF AGREEMENT FOR ENGAGEMENT OF
WEB SERVICE PROVIDER**

THIS MEMORANDUM OF AGREEMENT is made this the day of
2023(Two Thousand twenty Three) A.D.

BETWEEN

PROCHESTA AYA CENTRE a proprietorship firm and A REGISTERED
AYA CENTRE having its Regn No..... having its registered
office at - 116, Adarsha Nagar, Post – Chowbaga, P.S. – Anandapur, ,

Kolkata – 700 105 KMC Ward No. 108 in the District of South 24 Parganas – Represented by its Proprietor namely - **SRI BIPLAB SAHA** son of Late Parimal Saha, by faith – Hindu, , by Occupation –Service, by nationality – Indian residing at 116, Adarsha Nagar, Post – Chowbaga, P.S. – Anandapur, , Kolkata – 700 105 KMC Ward No. 108 in the District of South 24 Parganas. hereinafter called and referred to as the **FIRST PART** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs administrators, successors, executors , legal representatives and assigns) of the **ONE PART.**

AND

SB GENUS A proprietorship firm providing Web related service/ software development and Digital system organizer having its Registration No..... registered office at Chinsurah, Hooghly P.O.and P.S. – Chinsurah, District – Hooghly, Pin – 712102 represented by its Proprietor – SWARAJ SADHUKHAN, (PAN.....) son of , by faith - Hindu, by Occupation- Business, by Nationality – Indian, resident ofhereinafter called and referred to as the **SERVICE PROVIDER/SECOND PART** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ heirs, executors, administrators, successor – in – office , legal representatives and assigns) of the **SECOND PART.**

WHEREAS the first part herein have its own infrastructure and running the aforesaid service providing Nurse and Aya and other domestic helper , Kitchen assistance and housekeeper and maid since 2010 and have its huge client network with work force more than

125 persons deployed in and around different location in and around Kolkata and near by Districts.

AND WHEREAS with the view to expand the client base and provide digitize service related to deployment of staff in the different location (in the place of the clients address) and to open new branches in and around Kolkata and South suburban region the first part herein declared to engage efficient digital service provider for such client base project fully Web related service . Knowing the same the Second Part herein voluntarily approached to the first part herein for such service against fixed annul service charges as fixed by mutual discussion between both the parties .

AND WHEREAS the Second Part herein offered following services as per conversation and already been agreed with Website With Basic CRM.. the Project will contain following modules–

1) Admin

- i) Dashboard ; All required Data
- ii) User List (full details of clients, Pass Book, Block / unblock Bank details Edit option
- iii) Deployee Add. User details , Pass Book Block/ unblock Editable
- iv) Assign
- v) Passbook filter
- vi) Reports (up dated weakly)
- vii) Web setting.

2) Users

- i) Booking Category wise (with clients option/ preference highlighted) daily basis.
- ii) Booking History

3) Website

- i) Home
- ii) About with Bank details
- iii) Following submission of new online data
- iv) Galley
- v) Blog
- vi) Employee and Client online registration.
- vii) Online payment report generation daily basis

viii) Business promotional activities with colorful presentation with latest information

AND WHEREAS primarily satisfied with the aforesaid offer the First Part herein agreed to engage the 2nd part for such Digital service against /at or for a valuable service charges under certain terms and condition and Both the parties entered into this Memorandum of Agreement e under certain terms and conditions as mentioned below :-

IT IS HEREBY AGREED BY AND BETWEEN THE FIRST PART AND THE SECOND PART AS FOLLOWS :-

1. That the first Part herein agreed to provide a service charges of one time creation charges of Rs. 20,000/- only with option of free Annual Contract for next five year (from the date of its first creation) with nominal charges as demanded by the Second Part.
2. That the Second Part herein agreed to provide all the services as already offered (as stated above) with every scope for alteration and addition as per demand of the First Part with every option to discuss the matter as per choice of First Part after .
3. That the first Part will pay the first installment of Rs. 5,000/- (Rs. Five thousand) only towards part payments and /or advance out of the total fixed Creation and Annual Service charges.
4. That the First Part shall have every option and liberty to rescind this agreement solely if the service offered by the 2nd part not upto the mark of his requirement with prior notice. All type of financial transaction will be complete through cheque /on line process /Digital payment. If firs part failed/neglected to complete the said agreed payment then the 2nd part shall have every option to block the service with prior notice of intimation.
5. That the First Part herein agreed to provide all type of accounts details /Bank information but the 2nd part must assure the first part and indemnified the first part against any online fraud.

6. That the Second Part herein always answerable to any queries of the First Part and assured to keep Secret of Business security and its intentional misuse .
7. If any dispute arises between the parties here , that must me resolved and fixed through mutual discussion.
8. If any of the terms of this agreement not followed and in strict compliances with this formal then both the parties herein shall have every right to take legal action against each other.
9. The Rate /Value fixed herein remain unchanged and there **will be no Fees escalation** in the tenure of this agreement.

IN WITNESS WHEREOF the Parties hereto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the

PARTIES at Kolkata in presence of :---

WITNESSES :-

SIGNATURE OF THE FIRST PART

**BEING SATISFIED WITH THE DRAFTING
AFTER RECEIVING AGREED FEES**

**SIGNATURE OF THE SECOND PART
(WITH STAMP)**

MEMO OF ACKNOWLEDGEMENT

RECEIVED from the within named *FIRST PART* the within mentioned Advance of Rs. **only** out of *FIXED SUM* Rs./- only by following manners as per memo :-

Total..... **Rs.**/-
(Rupees only)

WITNESSES :-

1.

2.

SIGNATURE OF THE SECOND PART