

**AGREEMENT/CONTRACT**

THIS AGREEMENT / CONTRACT is made and executed at Pune on this 10<sup>th</sup> April 2019.

**BETWEEN**

M/S.

RAVIMA DEVELOPER,

RAVIMA WORKCLUB

CTS NO. 5764, GAT 35/1/2/2 PIMPARI,

PUNE 411018.

Hereinafter referred to as "DEVELOPERS / PROMOTER"(Which expression shall unless repugnant to context or meaning thereof shall mean and include the said firm, its Partners for the time being and from time to time, their respective heirs, executors, successors, administrators and assigns)

**OF THE FIRST PART**

**AND**

**SAGAR SKYSCAPERS LLP**

**302, Legacy Apartment, Above Life Line Hospital, D.P. Road Aundh , Pune -411007.**

A labor Contractor Firm, having its office at: - **SAGAR SKYSCAPERS LLP**

**302, Legacy Apartment, Above Life Line Hospital, D.P. Road Aundh, Pune -411007**

Acting through its owner **Mr. Sagar Vora** Hereinafter referred to as "Labour CONTRACTOR". (Which expression shall unless repugnant to context or meaning thereof shall mean and include the said firm, its members, survivors, heirs, executors and Assigns)

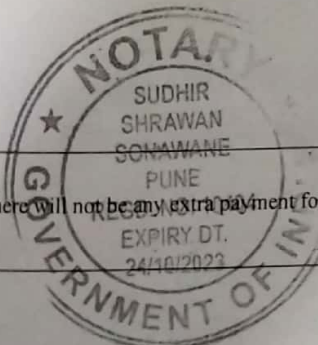
**PAN NO. = ADDFS6437, GST NO. = 27ADDFS6437R1Z9**

**SAGAR SKYSCAPERS LLP**

*S. Vora*  
*S. Vora*  
**PARTNER**

(1) DEVELOPERS/ PROMOTERS	RAVIMA DEVELOPER
CONTRACTOR	SAGAR SKY SCAPERS LLP
SCHEME / PROJECT	RAVIMA WORKCLUB,
LOCATION / ADDRESS	C.T.S. NO.5764,GAT NO.35/1/2/2/2 PIMPARI, PUNE 18
5) BUILDING	COMMERCIAL BUILDING
6) CONSTRUCTION STRUCTURE	3 & ½ BASEMENT +Mezzanine+ 11 FLOORS COMMERCIAL Encl. Plans and elevation
(2) Approximate Build/up Area Sq.ft.	• 125691 SQ.FTS.
(3) Approximate Area of Retaining Wall	• 14000 SQ.FTS.

A) RATE SLAB B/U BC) RATE FOR RETAINING WALL D) UGWT water tank RABT	Rs. 200.00/SQ.FTS. Rs. 150.00/SQ.FTS. RS 4 Rs per ltr. RS 100 per sq ft. <i>AS MZ</i> <i>11/05/19</i>
(9) APPROXIMATE AMOUNT FOR PRESENT CONTRACT	Rs. At Actual
(10) TIME PERIOD FOR PRESENT CONTRACT	<ul style="list-style-type: none"> <li>• 315 Days (INCLUDING ALL HOLIDAYS)</li> <li>• 60 Days First Slab including raft.</li> <li>• 30 Days Second Slab</li> <li>• 30 Days Third Slab</li> <li>• 15 Days X 12 Slab = 180 Days</li> <li>• 15 Days consider as a Holidays and grace period</li> </ul>
(11) DATE OF COMMENCEMENT	15 <sup>TH</sup> April 2019 <i>New date 15/05/19</i> <i>Revised</i> <i>AS MZ</i>
(13) DATE OF COMPLETION	24 <sup>th</sup> Feb. 2020 <i>31/03/19</i> <i>AS MZ</i>
(14) RETENTION	5% ON EACH RA BILLS <i>As per</i>
(15) RATE INCLUDES	ALL MATERIAL OF (New Ply Form ) WORK ( with cup lock only ) BINDING WIRE for CARPENTER & FITTER BOTH CURRING, HACKING, TRANSEPORTATON ETC. COMPLETE.
(16) There will not be any extra payment for minor rework, or finalize the rates before any rework	



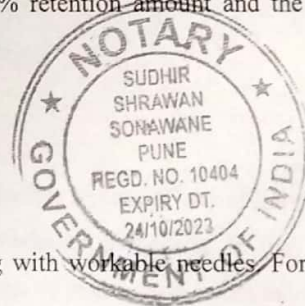
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### GENERAL CONDITIONS

1. New plywood and planks shall be used fully along with approved shuttering plywood from very initial stage . Total system form work in cuplocks MS tubes, acrow jacks, H frames, Steel framework for round column, etc. complete. No shuttering plates, wooden bamboo, mundas are allowed for any work.
2. Provision & preparation of access to work location, loading, unloading of all required material are responsibilities of contractor.
3. Three bag / Full bag mixer Weigh Batcher shall be used for casting of slabs, water tanks, L.M.R. and for column. No half bag mixer will be allowed. At every concreting Weight-Batcher Calibration shall be tested.
4. The contractor shall be responsible for the steel supplied to him, once it's received on site, after that contractor shall cause to them it means that bars shall be cut out Properly, bent them, hooked and placed in position as per the Drawings and designs provided by the Developers/ Promoters along with proper bar bending schedule.
5. The contractor shall at his own cost clear the space of mixer or lift
6. The contractor shall return all the empty bags of cement to the store keepers before demanding more cement for any further work else debit @ Rs 2 / Per bag shall be deducted from R.A bills.
7. For any reason whatsoever if the contractor leaves the work in half waited condition, in that event Developers / Promoters shall right to forfeit 5% retention amount and the balance amount
8. No labour shall be employed under the age of 18 years.
9. Minimum 3 Vibrators shall be required for concreting with workable needles. For footing, column and slab 25/40/60mm.
10. Concreting slump cone shall be present near mixer and at the place of concreting to check workability of concrete. Slump Cone & Cube Moulds will be provided by Company.
11. Every mixer should have water dispenser to measure correct volume of water.



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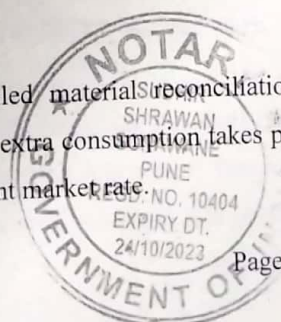
12. Contractor shall be liable to construct Hutment facilities for the labors at his own cost.
13. Contractor will deploy well qualified and experienced project in charge, and concrete supervisor at site.
14. Whenever required by the Developers / Promoters the contractor should supply labors at reasonable rates.( 500 Rs / M/C for 8 hr)
15. Contractor shall submit a detailed report of complete Work after every 15 days & On each Day Along with pour card for the perusal of the Developers / Promoters.
16. Contractor will provide Bar Bending Schedule in Advance before commencement of work.
17. Contractor must be present for weekly progress Report and bar bending schedule report any other meetings as & when required.
18. Contractor is well aware about building elevation, construction of elevation has been done as per latest drawing, and hence no extra amount shall be payable to contractor. If any changes will have to make in architectural drawings, elevations and any other part of project. Contractor already informed about the cost of elevation, thenceforth Developers / Promoters will not bear the cost for same. Rates inclusive of all building elevation part. However additional Rates for extra height will be chargeable as follows.
  19.
    - i. As per section attached our final requirement of last 2 slabs of Height 3.6 meter is additional 30% of that particular area.
    - ii. There will not be any extra charges for Height up to 3.3 meter.
    - iii. In case of height variation average height will be consider.
    - iv. Height of 3.6 to 4.5 Mtr. 1.5 times of Basic Rate.
    - v. Height of 4.5 to 6.0 meter 2 times of Basic Rate.
    - vi. Height of 6.0 to 12.0 meter 2.5 times of Basic Rate.
20. The contractor shall not be blame on the Developers/ Promoters in case of any accident took place at site or any injury caused to the labor, while working on the site. In that event Contractor himself is responsible to take all such precaution or make good in his individual capacity.
21. Contractor shall paint dates on each & every concrete member showing the date of casting.
22. Contractor has to appoint the person/s for curing to all RCC Structure as per instruction of the Developers / Promoters and Engineer In-charge for every RCC work. De-shuttering will be allowed only after approval of the Developers/ Promoters / Engineer In – charge. ( Curing pumps & its plumbing with material installation is in client scope)

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23. Its duty binding on the contractor that, all the conduits, pipes / electrical instrument /plumbing material shall be remain in original position throughout construction period particularly during concreting.
24. Materials will be supplied by the Developers / Promoters, Wastage / Consumption shall not be beyond the specified / agreed limit. The Developers/ Promoter entitled to recover the excess cost from contractor at 1.25 times as per market rate or purchase rate whichever is higher. However Wastage Permissible Limit for RMC is 3% & for Steel is 3%.
25. The Contractor shall construct the building as per the drawings and detailed determined. Contractor shall not commence any further work prior getting inspection and written approval from the Engineer in-charge and or Architect.
26. All works shall be carried out as per the industry norms and as per the relevant latest I.S.codes and specifications, any deviation from the I.S. requirements or standard industries practice or mentioned in the specifications herewith, The Developers/ Promoters has right to demolish, delete, remove the deviation and the Contractor will be responsible to make good that deviation at their own cost.
27. Concreting shall be done only by weigh batch mixer, half bag mixer will not be accepted, in addition to the quality of concrete shall be approved by the Client and all new wooden shuttering & steel props , Cup locks shall be used at the site. The slab, Beams, columns, footing, raft, and retaining wall chajja work shall be carried out by using Plastic coated shuttering plywood.
28. All alteration / extra work shall be carried out with the prior permission of the Developers / Promoters in writing. If any alteration work carried out without the prior permission of the Developers / Promoters in that event contractor has no right to claims for such work. Moreover such work will not be entertained by Developers/ Promoters and the cost of such extra work will be procured as per purchase price of material, as a Penalty.
29. Strict Quality Controlled concrete shall be used for the buildings. Regular concrete quality inspection record shall be maintain by the contractor and same should be submitted to the Engineer in charge& obtain approval for the same. Concrete pour card should be filled regularly.
30. To submit detailed materials reconciliation report along with the drawings & allowed wastages. If any extra consumption takes place on account of Contractor, deduction shall be kept as per current market rate.



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31. Contractor shall keep the site clean, neat and in a hygienic condition and for this purpose, the contractor has to appoint separate team to serve the service on his own cost. Contractor shall not hold Developers/ Promoters liable in this regard. However, Contractor fail to keep the site clean and in a hygienic condition in that event Developers/ Promoters have right to appoint outer agency & cost for the same will be recovered from the Contractor's bill.

32. The quality of the work shall be maintained at highest standards and shall be checking out regularly by the consultants and the Engineer In charge. If the quality of work is found defective, work will not be maintained as per scheduled in that event Developers/ Promoters as per their discretion either engage another agency or rectify the defect from the Contractor herein at free of cost or deduct from R.A. bill. In that respect the Contractor herein shall not be entitled to raise any objection against the Developers/ Promoters. If the Contractor continuously fails to improve his quality, then Developers/ Promoters shall be entitled at their own option to terminate this Contract prior to giving 15 days written notice of his intention to terminate the Contract and default shall have been made by the Contractor in remedying within 15 days time after giving of such notice.

33. Land for Labour Camp, office, stores etc. will be provided at site or near to site, free of cost. Shifting of Labor Hutments shall be done by contractor with his own cost. Contractor shall be responsible for their labor management and all the instrument installed at site, upon completion of such contracted work, Contractor shall remove/ expunge labor camp & Installed instrument at their own cost. Its duty of Contractor to maintain cleanliness and hygienic condition at labor camp and at whole site.

**34. Retention amount:**

Retention amount shall be kept @ 5 %. Retention shall be released after defect liability period is over. The defect liability period shall be kept for one year from virtual completion of work.

**35. Completion period.**

The entire project shall be completed as per agreed schedule, it's includes monsoons, holidays, etc. from the date of commencement of the work. If there are any delays occurred from the Developers / Promoters side then further extension will be grant to the Contractor. The time extension shall be keep without price escalation. There shall not be any increase in the Contract Rate. If delay is occurred from the contractor's side, penalty will be imposed at Rs. 10000 / per week.

36. The Contractor shall carry out the work in clean manner as much as possible and shall remove wastage material; rubbish etc. Disposal of the material shall be done by contractor at his own cost and as per direction of Site in Charge.



**37. Safety & Insurance:**

- A) Contractor shall maintain all safety norms for construction activity required for the multi storied building. The contractor shall be responsible for the insurance of all the employs working at site, if any accident or theft occurs at the site in that case contractor shall be responsible solely.
- B) Contractor has to comply with all statutory and legal requirements such as Workman's compensation Act, Labor laws, Provident Fund, Contract labor (Regulation and abolition) Act 1970 etc. as may be applicable. Contractor shall keep the Developers / Promoters indemnified from all the liabilities and proceedings arising from such statutory and Concern Authorities or legal requirements. However, if any liability arises there from, same shall be impose on the Contractor shoulder and losses shall be deducted from R.A. Bill.
- C) Contractor should have submitted all the Insurance Policies within 30 days from commencement of the work.

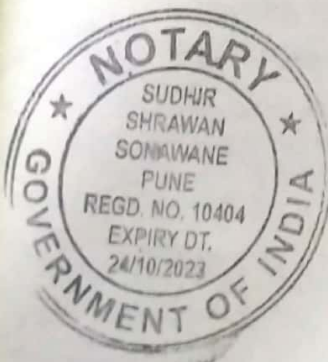
D) Its assurance of Contractor to take all precautionary measures in respect of working staff, labors, visitors by providing safety materials, like helmets, belts, installing safety nets etc. Its responsibility of the Contractor to take care of them. However company will provide safety net & fixing accessories as require by contractor.

38. Developers/ Promoters hereby reiterate that, contractor shall be responsible to all the administration / concerned labor laws, safety measures to restrain accidents at site. Developers/ Promoters hereby indemnified from contractor and contractor shall not be entitled to blame on them for any impugn incident. However, if any caused, cost occurred to Developers/ Promoters, it will be debited from contractor current R.A Bills.

39. Wastage is allowed by Developers/ Promoters in respect of Cements/RMC shall be 3%, Steel shall be 3% including rolling margins. For other construction material like Crush Sand, Metal, River Sand wastage shall be allowed 3 % over and above it will be debited to contractor and monthly clarification is required from contractor on the same.

40. Contractor has to submit 1<sup>st</sup> RA bill along with insurance of labors & other necessary documents required by Developers/ Promoters herein.

**NOW THEREFORE, THIS AGREEMENT / CONTRACT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS PER FOLLOWING TERMS AND CONDITIONS:**



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### 1. Scope of Work –

- a) The Contractor shall make the entire R.C.C. structure including murrum dressing, <sup>upto 100 mm.</sup> rubble soling, plum concrete for PCC, Footings, Plinth beam, Raft, Retaining wall without waiting of backfilling activity up to natural ground level. Staircases, staircase slabs, shear wall, Beams, Slabs, Lintels Chajjas, Cornices, casting with adequate strength & construct architectural elevations, overhead water tank as per Drawing & Design of the Architect & RCC Consultant.
- b) Dewatering – Dewatering Pump Supply & maintenance by Developer and contractor will take care of its operations as per his requirements.
- b) Developer/ Promoters' will supply the material & labor required for backfilling work with their own cost. However contractor will monitor this activity without any extra charges.
- c) Hacking to all RCC members as directed on site with minimum 20 to 25 No /sq.ft.
- d) Curing for all RCC structure and test cubes shall be maintained for minimum 21 days after casting. Columns should be cover with jute/ hessian cloths, gunny bags and its arranged by contractor himself under their supervision. However Developer / promoters will provide the material require for curing.
- d) Over slabs, bunds in cement mortar to be constructed for pounding. Cement & Crush sand supplied by client at FOC.
- e) To make sure cover blocks shall be required for RCC work. And responsibility of preparing cover blocks. Cement & Crush sand supplied by client at FOC

2. **Total Area** – The contractor as per this contract agreed to carry out R.C.C. work for an approximate built up Area admeasuring 125691 Sq ft. But take a note that, the area will be modifying in future as per the requirement of corporations and other local authorities. In that case, the contractor shall be binding to give cause as per modified measurement without claiming any extra cost.

3. **Rate Contract price** – For carrying out the R.C.C. work, the parties herein mutually decided the rate for such R.C.C work and Parties hereto agreed for the same.

(a) Rs.200/-(Rs. Two hundred only) per Sq ft. out of slab area if the project completed within 315 days.

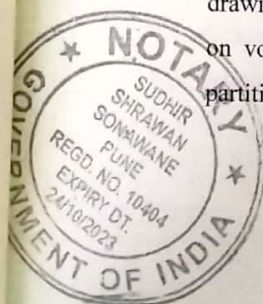
(b) The measurement shall be as per sq. ft. area of slabs. It includes deduction of all ducts. Contractor is not entitled to claim any amount greater than the rate agreed between the Developers & Contractors.

(c) The Paradi / RCC retaining wall will be paid at Rs. 150.00/ Sq.ft.& the measurement shall be drawn on vertical wall above the Footing or toe wall or raft top, The area for parade shall be calculated above toe wall or footings top or raft top.

(d) The UGWT shall be paid at Rs. 4.00/liter. Construction shall be completed as per drawing, by using sump, free board, providing sleeves, etc. Area will be calculated on volume base with deduction of free board depth up to 200mm volume and partition walls. However one side of the UGWT is a part of Retaining wall hence it is

*mutually agreed that the deduction measurement will be consider.*

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(e) In case of RMC supplied by Developers, in that event deduction shall be kept at Rs. 100/M. Cub. shall be debited from contractors R.A Bills

(f) There shall not be any payment for raft / footing coming to retaining wall in building area or footprint or at the face of buildings.

#### 4. Mode of Measurement –

1. Only RCC slab shall be measure out to out with deduction of all cutout & ducts, shaft chajjas , projections, raft floor & area of ramp.

All structural work related with building like OHWT, Lift Room and staircase top slab, driveway will not be measured in built up area of building & no extra cost for this. The rates decided are inclusive of this work scope.

2. Deduction for all ducts of any sizes should be considered for deductions already comes into slab area.

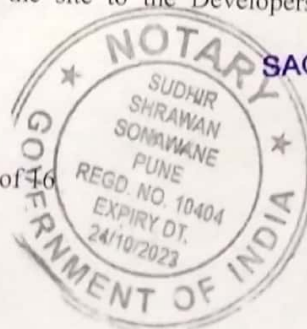
- The area mentioned in the agreement is approximate and for reference only, all the bills & payment will be done as per the actual construction area on site.
- The current building is (3 & ½ Basement+ Mezzanine + 11 floors) storied & if in future it shall be up to 13 (floor) storied. There shall be no increase in the rate what so ever reason.
- In case of OHWT/ LMR Only one Slab either top slab or bottom Slab , whichever is higher shall be measured.

3. Rates Includes - All RCC work it includes columns, Beams, slabs, round column, lofts, staircase, chajja. The rate include provision of all skilled / unskilled labour, construction equipment, Tools, plants, Machinery of all types, mixes, strict use of weight batcher for concreting with fly ash , concrete pump, operators, diesel /oil / petrol for machinery. Shuttering oil, nails, shall be contractors responsibility. Plasticizer / Admixtures shall be provided by the Developer / Promoters and Contractor will depute workers for mixing.

4. **Escalation / Idling charges** – The rates quoted by the Contractor for this project shall be final and no changes shall be made for the same for the entire duration till its completion. Note that, no price escalation & idling charges shall be allowed or given to the Contractor by the Developers / Promoters till the completion of said work.

#### 5. Possession

- The contractor shall clear all plants & temporary sheds, sanitary convenience, site office etc. & handover vacant possession of the site to the Developers / Promoters after completion of said Contract.



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**12. Insurance** - It is contractor's responsibility to draw out the insurance of labor staff engaged on site in joint names i.e. Contractor & Developers / Promoters names at Contractor cost as required under workman's compensation Act, and to be renewed till final completion of the works. If the contractor fails to draw out such insurance within 7 days from the Commencement of work, then Developers / Promoters will be at their desire to draw out such policy but at contractor risk, cost & consequences for the same shall be deemed to be obligatory on the contractor alone. If any ESIC payments are required to be paid Contractor shall reimburse the same at actual.

**14. Labour Hutment** – The contractor to provide labors with huts for staying at the site on temporary basis at his own expenses & shall also be responsible to clear all damages or losses caused to the Developers because of any act of labour causing breach of safety rules & endangering the site & lives of the person.

Contractor has to appoint a well qualified engineer with proper supervision team & submit list there for to the Developers / Promoters.

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**11. Drawing & Design** – The Contractor is aware about architectural features & undertakes to carry out & complete the work as per the drawings & instructions of the architect / Developers / Promoters direction & to the best of their satisfaction.

**12. Insurance** - It is contractor's responsibility to draw out the insurance of labor staff engaged on site in joint names i.e. Contractor & Developers / Promoters names at Contractor cost as required under workman's compensation Act, and to be renewed till final completion of the works. If the contractor fails to draw out such insurance within 7 days from the Commencement of work, then Developers / Promoters will be at their desire to draw out such policy but at contractor risk, cost & consequences for the same shall be deemed to be obligatory on the contractor alone. If any ESIC payments are required to be paid Contractor shall reimburse the same at actual.

**13. Site Safety** – contractor shall provide all PPE's like helmets, safety belts & safety shoes to all labours & contractor alone held liable in case of lack or absence of any safety precaution at the site, strict safety compliance shall be done by contractor. Also labor contractor will install safety net with his own cost at every required level, and whatever material is required company will procure. ( Hard barrigation to staircase lobby ducts and external peripheral is in contractor scope of installation. ( only inserting bars from wastage at the time of casting & ribbins shall be supply by client)

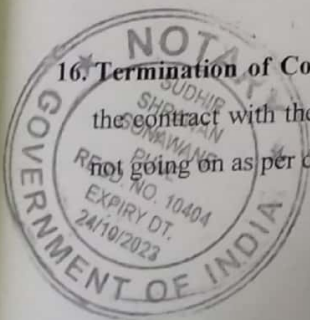
**14. Labour Hutment** – The contractor to provide labors with huts for staying at the site on temporary basis at his own expenses & shall also be responsible to clear all damages or losses caused to the Developers because of any act of labour causing breach of safety rules & endangering the site & lives of the person.

**15. Superintendent** –Developers/Promoters have right to appoint superintendent as project management consultant for the site & the contractor / representative shall be obtain oral & written instruction from them. Appointed Consultant shall have right to verify contractor's performance, work progress, workmanship & issues the valuation certificate. Non-obedience of the consultant's instructions in regards to quality & progress of work or any misconduct /non – corporation with the Representative of the consultants shall lead to termination of the contract.

Contractor has to appoint a well qualified engineer with proper supervision team & submit list there for to the Developers / Promoters.

**16. Termination of Contract by Developers** - The Developers shall be at liberty to terminate the contract with the contractor, if Developers found that, work is not to feel satisfaction or not going on as per drawing or instruction. Developers as per

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their own discretion terminate the Contract or Contractor shall not raised any objection for the same. Upon such termination the contractor leave the site with their staff along with engaged material on site. And will not object to or obstruct to the other contractors appointed by Developers for complying half waited work. In such case another appointed Contractor shall be paid as per actual decided consideration, for specifying the work between Principal Contractor & another appointed Contractor agency shall be decided with the consultation of Architect and the decision given by the consulting Architect shall be treated as final and shall be binding on both parties.

#### 17. Sub - Contractor or Subletting –

- 1) The contractor shall not sublet any part of the site. The contractor shall not appoint any Sub- Contractor without obtaining prior written approval from the Developers / Promoters. Even though approval is obtained, but if any losses or damages caused or low quality of material is used by the Sub - Contractor in that event Principal contractor shall be responsible for the same.
- 2) The contractor shall specifically submit the list of all the subcontractors along with the names to the Engineer In charge appointed by the Developers.
- 3) The contractor shall be responsible for the payments of the sub-contractors & its labors. In case the contractor fails to pay to the subcontractors & his labors the Promoter shall not be liable to pay the same.

**18. Contractors Representatives –** Contractor shall appoint one full time Engineer which has minimum 7 yrs. Experience in construction of high-rise building & one supervisor. Contractor shall submit a letter of authority in the name of his representative along with scope of his work to receive instruction from Engineer In charge appointed by the Promoters.

#### 19. Defects Liability –

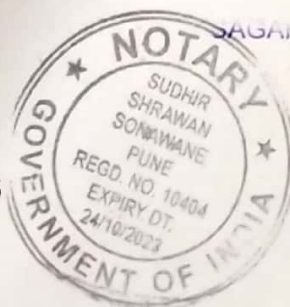
- 1) Defects liability for contractors work shall be 12 months from physical handing over of the site to the Promoter or from the date of completion certificate which ever is later. Contractor shall rectify all the defects observed & notified by the Engineer In charge during the prescribed period of defect liability
- 2) Failing to carry out such identified defects, in that event the Developers / Promoters shall be entitled to appoint outer agency to carry out the rectification & the expenses incurred for the same shall be recovered from the retention amt of the contractor.



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20. **Contractor to abide By Law** – Contractor shall follow all the rules & regulations under the Negotiable Instrument Act Workman Compensation Act, Industrial Safety Act, Minimum Wages Act, Labor Act, & all the rules including regulations in force from time to time.
21. **Contractor to submit Data / Documents** –  
The contractor shall have to submit all Data & Registration Certificate like, safety undertaking, labors insurance, ESIC when required by Engineer In charge / Developers / Promoters as & when demanded.
22. **Accident** - The Developers/ Promoters or his representative shall not be held liable for any accident occurred at site. The Developers/ Promoters shall not be liable for any accidents during the execution of work. The Developers/ Promoters shall not liable for accidents to the outside labor. Take a note that, if any accident took place at site, in that case the contractor shall be solely responsible and arrange for their medical attendance at his own cost and pay all compensation arising thereby. Moreover the contractor shall be solely responsible for all materials on site until final completion. In case Developers / Promoters pays anything for any cause, it shall be debited from RA bills / contractors account
23.  
**Site Inspection & Access** – Contractor shall keep the site open for inspection. Developers/ Promoters and their representative & other officials & consultants shall entitle to inspect the site at any time. Contractor shall keep all the area of the site easily accessible & provide inspection of the same as when required.
24. **Suspension of work** – The Developers/ Promoters shall have the liberty to suspend some portion or whole of the work as it deems fit & in such case the contractor shall have no right to raise any objections or claims for holding labour, machinery & financial losses. During suspension of work contractor must take written permission from the Developers/ Promoters / engineer in charge for mobilization of labour & machinery.
25. **Mobilization & Demobilization** - The contractor shall mobilize the work by skilled labors, helpers, tools, tackles, machineries, scaffoldings etc. required for his work on the site as per instruction obtain from the Developers/ Promoters / Engineer in charge. Contractor shall submit monthly stock statement of shuttering materials, props, scaffolding etc. to the Developers/ Promoters /Representative for verification. The contractor shall not demobilize
26. his manpower & machinery without written permission from the Developers/ Promoters / Engineer in charge. Contractor shall submit schedule for machinery, maintenance certificate in standard form to Developers/ Promoters /Engineer in charge for verification.
27. **Bills& Payments** –
- All labour bills shall be issued in the name of Ravima Developer , after completion of every RCC slab with approval of checklist from Engineer in Charge.



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- Developers/ Promoters may release the amount of bill after detailed checking from respective engineer / authorities & release it within 10 to 15 working days.

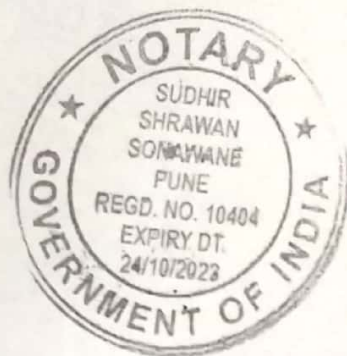
**29. Progress Report** – contractor shall prepare & provide a detailed report of the finished work & to be completed work, every after 15 days for the perusal of the Developers/ Promoters.

**30. Delays :**

A) Contractor shall not be entitled for the compensation on account of loss due to delay in supply of materials by the Developers / Promoters. The Contractor shall not be entitled to claim any compensation from the Developers / Promoters for loss suffered by him an account of delay by the Developers / Promoters in the supply of materials where such delay is caused by

- In sufficiency in transportation beyond the Control of Developers / Promoters.
- Force Majeure
- Act of God
- Act of the Government
- Any other reasonable cause beyond the control of the Developers / Promoters.

In such delays the Developers / Promoters shall be grant such extension of time for the completion of the works in a reasonable time in accordance with the circumstances of the case. The decision of the Developers / Promoters in this regard shall be accepted as final by the Contractor.

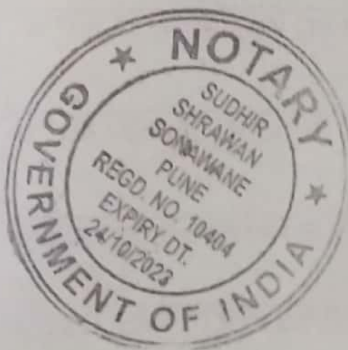


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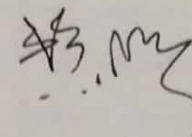
*[Signature]*  
PARTNER

### Other Scope of Work:

- i. Plum Concrete –Required For Some Footings, R.walls @ Plum concrete shuttering Rs.650/ Sqm. And Rs. 900/Cu.m. Plum Concrete.
- ii. Mass Concrete Against rock as per drawings.
- iii. Anchoring Bars Retaining Wall as per drawings. (@ client scope as discussed.)
- iv. Trenches @ Basement 3 level FFL & UGWT Walls.
- v. All Dressing Includes. @ 100 mm only.
- vi. Back filling labor supply and its arrangements, company will pay extra at actual.
- vii. Retaining walls thickness variation.
- viii. Level difference in retaining wall Toe work.
- ix. No Floor Raft at basement 3 , Trimix concrete is there, company will provide the machinery for trimix with operation Team @ FOC .
- x. RCC drawings will receive as per work progress.
- xi. Access to foundation Pit.
- xii. Testing of Materials – Steel Bend & Re bend test, Plum of concrete, Cube test. @ client scope
- xiii. Basement 3 – Earth filling required compaction, soling , curing etc complete back filling @ client; only testing in clients scope
- xiv. All new shuttering material from beginnings
- xv. RMC pump & Lift, mixer location as per site conditions. (after G.L. backfilling done).
- xvi. RMC Material minimum concrete requirement is 6 cum.
- xvii. Grouting of tie rod holes in column shear wall retaining wall as per standard process.  
Company will provide the chemical material.
- xviii. Housekeeping of every day for all accessible area of site.



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Ashok S.  PARTNER



# SCHEDULE OF PAYMENT

AFTER COMPLETION OF WORK STAGES AS FOLLOWS  
TOTAL AMOUNT 125691 X 200 = 2,51,38,200.00

S.NO.	WORK STAGES	TOTAL AMOUNT	STAGE %	RA BILL AMOUNT
1	AFTER COMPLETION OF PLINTH AT NGL WORK	Rs.25138200.00	8%	Rs.2011056.00
2	AFTER COMPETION OF FIRST SLAB			
3	AFTER COMPETION OF SECOND SLAB		7%	Rs.1759674 .00
4	AFTER COMPETION OF THIRD SLAB		7%	Rs.1759674 .00
5	AFTER COMPETION OF FOURTH SLAB		6%	Rs. 1508292.00
6	AFTER COMPETION OF FIFTH SLAB		5.5%	Rs. 1382601.00
7	AFTER COMPETION OF SIXTH SLAB		5.5%	Rs. 1382601.00
8	AFTER COMPETION OF SEVENTH SLAB		5.5%	Rs. 1382601.00
9	AFTER COMPETION OF EIGHTH SLAB		5%	Rs. 1256910.00
10	AFTER COMPETION OF NINTH SLAB		5%	Rs. 1256910.00
11	AFTER COMPETION OF TENTH SLAB		5%	Rs. 1256910.00
12	AFTER COMPETION OF ELEVENTH SLAB		5%	Rs. 1256910.00
13	AFTER COMPETION OF TWELVETH SLAB		5%	Rs. 1256910.00
14	AFTER COMPETION OF THIRTEENTH SLAB		5%	Rs. 1256910.00
15	AFTER COMPETION OF FOURNTENTH SLAB		5.5%	Rs. 1382601.00
16	AFTER COMPETION OF TERRACE SLAB		5.5%	Rs. 1382601.00
17	AFTER COMPLETION OF OHWT/LMR		5.5%	Rs.1382601.00
18	AFTER COMPLETION OF MISCELLENEOUS		4%	* Rs. 1005528.00



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*[Signature]*  
PARTNER

Retaining wall 100% payable after completion.

Plinth area of basement 03 will be measured @Rs.60/Sq.ft.

1. For Plot boundaries hard barrigation & fabrication provided by company.

2. Total station for line out till completion of plinth provided by company.

3. If rate is asked for basement 3 then it will be @ RS 100/- per sq ft. & in that case plinth area of basement 03 is not applicable to pay @ Rs 60/sq.ft.

Note :-Present contract shall be notarized by Authorized Notary on 500/- Rs. Stamp Paper. But in future it seems that, Present contract shall duly register, in that event, the Contractor herein shall liable to pay all Registration Charges in this regards.

The said conditions & clauses thereto have been read as a part of this agreement & the parties hereto agreed for the same & in witness where of the parties hereto have hereunto set and subscribed their respective hands and seal on the day, month and the year first hereinabove written.

SAGAR SKYSCRAPERS LLP

CONTRACTOR

PARTNER

for: Ashwani

DEVELOPERS / PROMOTERS



WITNESSES:

SIGN-

NAME-

ADDRESS-

SIGN-

NAME-

ADDRESS-

BEFORE ME

Sudhir S. Sonawane  
SUDHIR S. SONAWANE  
NOTARY, GOVT. OF INDIA  
PUNE

12 JUN 2019

