

WO NO: GOODWILL VERVE / RCC WORK -01

# **Work Order / Agreement**

**PROJECT NAME: GOODWILL VERVE** 

Sr.no. 35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshav Nagar, Pune -411036

**COMPANY NAME: CHOICE LIFESTYLE** 

Nature of Work: RAFT, UGWT & Complete RCC Work (Labour Work)

# **AGREEMENT**

AGREEMENT made at Pune this 29th day of October of Year 2022

Off. Add: CHOICE LIFESTYLE, Sr.no. 35/36, Opposite to Venkatesh Graffiti,
Manjari Road, Keshavnagar, Mundhwa, Pune -411036

Contractor's Signature

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#### **BETWEEN**

M/s. CHOICE LIFESTYLE THROUGH its one of the partner SHRI. AMIT ASHOK AGRAWAL Occupation: Business, residing at Office: Road No.8, Vishrantwadi airport road, Adarsh colony, Tingre Nagar, Pune- 411032. Hereinafter referred to as "Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to means and includes the firm, partners, respective heirs, executors and administrators)

#### THE PARTY OF FIRST PART

#### AND

M/s. A S CHAUDHARY CONSTRUCTION PVT LTD, PAN- AAXCA6060G, Occupation - Business, A PROPRIETORY CONCERN having its Office at Flat No.401, Pitashree Terrace, Near Digamberwadi School, Warje Malwadi, Pune-411058. Hereinafter referred to as the Party of the Second Part / "Contractor" By the hands of its dully empowered proprietor/Partner/Director SHRI. RAMGOPAL CHOUDHARY which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor and assign)

#### THE PARTY OF SECOND PART

WHEREAS the Partners/Owners of property bearing S. NO. 35/36, OPPOSITE VENKATESH GRAFFITI, MANJIRI ROAD, KESHAV NAGAR, MUNDHWA, PUNE-411036 & the first Party is intending to construct a multistoried residential apartment under the scheme known as 'GOODWILL VERVE' on this land, hereinafter referred to as "the Said Project"

AND WHEREAS the Developer was in search of the suitable contractor to carry on work of <u>Raft</u>, <u>UGWT & RCC (Labour Work)</u> of the building for the said project. The contractor approached the **developer** to execute the above-mentioned work for the said project as per the drawings and specifications and other details of construction prepared by the Architect / RCC Consultants of the

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Developer, and after examining the details of the work, the contractor has agreed to accept the work for the said project on the following terms and conditions.

- 1. AND WHEREAS that the mode of payment, by the Party of First Part, to the Party of Second Part, shall be as per sheet attached here with this agreement and content of Annexure 'A' attached is the list of drawings to be submitted by the Party of the Second Part/Contractor, at different stages. Thus, attached sheet of payment schedule and Annexure 'A' shall be treated as part and parcel of this Agreement.
- 2. AND WHEREAS That the Party of Second Part, promises to faithfully discharge his duties and responsibilities and shall keep indemnified the Party of First Part, as regard to the existing work of the Party of Second Part.
- 3. AND WHEREAS That the Scope of work of the Party of Second Part, includes detail study of philosophy and Vastu Principles to be adopted for the construction of the said proposed project 'GOODWILL VERVE' AT S. No. 35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshavnagar, Mundhwa, Pune-411036 AND WHEREAS the Developer shall pay to the Contractor the cost of work as per details below and ascertained on the basis of actual quantity of work done. The amounts payable to shall be payable after deducting applicable taxes & after certification by the Engineer-In-Charge of the said project.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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#### 1] SCOPE OF WORK: -

- The developer hereby appoints the Contractor to carry out the work of construction of building on labour basis to be constructed on the land bearing. S. No. 35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshavnagar, Mundhwa, Pune-411036 AND Contractor hereby agrees to carry out construction work on terms and conditions mentioned hereinafter.
- 2. Handover process of floor area after deshuttering work to be confirmed.
- Any changes in design and it's attributed to shuttering, additional cost for same to be work out on rate analysis basis.
- 4. Debris chute to be arranged by the developer & disposal from ground floor will be the responsibility of contractor.
- 5. Halogen and Electricity supply, to machinery is in developer's scope.
- 6. Labour Camp Space PCC material for flooring, drinking, & domestic water & electricity to be arranged by developer and supplied for free of cost.
- 7. Safety Net providing and fixing is in developer's scope. Safety helmet, shoes, gloves, jackets is in contractor's scope.
- 8. No RMC deduction, 100% to be provided by Developer.
- 9. Defect liability period for 12 months on labour work only.
- 10. Cube casting is in contractor's scope. Supervision in in developer scope.
- 11. Technical Supervisor for work is in contractor's scope.
- 12. Curing is in contractor's scope, tap provided by developer on each floor of each building.
- Kiltan for column to be provided by Developer, fixing work is in contractor's scope.
- 14. Safety rope provided by developer, fixing is in contractor's scope.
- 15. Labour license is in contractor's scope.
- 16. PF and ESIC is in contractor's scope.
- 17. Tower Crane to be procured, installed & operated by contractor, Due safety to be followed with appointing trained operator & signal man as the part of agreed conditions.

18. Proper safety certificate to be obtained.

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- 19. Power supply to the crane shall be given at the one common point at the ground, rest to be managed by contractor.
- Any concrete or reinforcement required for tower crane counter weight to be debited to contractor.
- 21. Housekeeping agency for labour colony upkeep will be arranged by the developer but a proportionate amount will be shared and charged to the respective contractors.

#### 2] Project and Work Contract Details: -

That the Party of the Second Part should be totally involved in the project work and suggest areas for Improvement.

- Project Name "GOODWILL VERVE".
- Address- S. No. 35/36, Opposite to Vekantesh Graffiti, Manjari Road,
   Keshavnagar, Keshavnagar, Mundhwa, Pune-411036
- Date of Commencement 01/07/2022
- Date of Completion 31/12/2023
- Defects Liability Period One Year after Final Bill.
- Retention amount to be retained asper billing schedule attached herewith.
- Payment as per attached payment schedule
- Payment at completion of every stage after certified by in Engineer-In-Charge.
- 5% (Five Percent) of the Contract Value shall be deducted from each running bill on pro rata basis as retention amount. The retention amount will be released 6 months after 100 % virtual completion certificate given by the Architect and entire satisfaction of Architect, Developer, and Consultant. It shall be the sole discretion of the Developer to decide on the percentage of retention amount and be released based on factors like speed of work, quality of work, cleaning, behavior, personal attendance, quality of supervision, levels of skill and expertise of Labor and other related factors. The Retention money shall not bear any interest.

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#### 3] SCHEDULE OF SERVICES: -

Party of the Second Part will provide the basic services in five phases of work which may overlap each other depending upon the time schedule or specific requirement of the Project and site. The detailed Scope of Work in each of this phase is described below: -

- Concept Design Stage.
- II. Tender Stage.
- III. Working Drawings Stage.
- IV. Construction Stage.
- V. Supervision Stage.

#### 1. Concept Design Stage: -

- a] That the Party of the Second Part will study all 'Party of the First Part Working Drawings' necessary for execution of work, and other requisite drawings, notice forms etc.
- b] Co-ordinate details / information with assistance of Party of the first Part for carrying out RCC work.

#### 2. Tender Stage: -

- a] That the Party of Second Part shall submit reports of steel and concrete requirements of grade / quality / quantity of proposed work, as per design.
- b] That the extra copies will be provided by the Party of the Second Part as and when required for site execution of Party of First Part at no extra cost.
- c] That the Party of the Second Part shall assist in achieving final cost of project, final project time schedule and finalizing of vendors for various deliverables of the project.

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#### 3. Working Drawing Stage: -

That the Party of Second Part shall co-ordinate with Party of the First Part, plumbing, electrical and other relevant Consultants to make sure that work is performed as per highest quality standards.

### 4. <u>Construction Stage: -</u>

- a) That the Party of the Second Part shall provide necessary drawings and information for progress of work at site during construction stage.
- b] That the Party of the Second Part shall coordinate with all consultants for incorporation of all information/details

# 5. <u>Supervision Stage: -</u>

- a) That the Party of the Second Part should on a Daily Basis monitor the quality and progress of work executed including the verification of samples and mockups with respect to the specifications, drawings and control samples.
- b] That the Party of the Second Part shall participate in periodic project meetings along with all the consultants as and when required the party of second part should submit a monthly review report to the party of first part describing the actual progress as per planned work.

#### 4] Time: -

That the Party of the Second Part shall perform basic and additional services as expeditiously is consistent with current standards of professional skill and care. A mutually acceptable schedule shall be established and except for reasonable cause shall not be exceeded by the Party of the Second Part, Any Time extension required by the party of second part will need to be granted by the first part, and any delays causing cost escalation will be to the account of party of the second part.

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#### 5] <u>Items included in Contract Value: -</u>

The Contract Value is inclusive and covers the costs of Labour, Insurance, All Types of Taxes (including Labour Laws), Duties, Service Tax, Central / State/ Local Statutory Requirements, Levies, Erection, Construction, Testing of Material, Samples brought for approval, Setting up Mock ups for approval, Temporary Arrangements for work, Lighting / Fans, Tools and Tackles, Plants, Equipments, Supervision, Overheads, Profit and any other Expenditure incurred for completion of RCC work as per the drawings and specifications.

#### 6] Liability and responsibility of Contractor: -

- The watch and ward in respect of all plant and machinery at the said Project for use in work, shall be the Contractor's sole responsibility. The Contractor shall at his own cost insure (Contractor's All Risk Policy) the works and his labour comprehensively against, loss or damage by fire and / or earthquake and / or any other natural calamity and / or any accident at work place until the Completion Certificate is issued and keep the developer indemnified. The Contractor must place the Insurance Policy with the Developer in the joint name of Developer and the Contractor, the premium for which shall be borne by the Contractor. The Contractor shall deposit the policy along with all its amendments and the receipts paid for the premium with the developer.
- 2) It is here by agreed by & between the parties here to that, the contractor shall be solely responsible and liable for any accidents or mishaps at the work place to his labours / others, due to their work during the contract and the developer shall never be responsible for any mishap / accident at the work place / site, the contractor shall abide by the provisions of safety given as per the building & other Construction worker Act 1996
- The Contractor shall have registrations with the Local Labour Commissioner and copies of such Labour Licenses shall be submitted to the Developer, the Contractor shall be responsible for due payments of their labour and observing the labour laws. The Contractor shall also abide by the rules in respect of Child Labour, Minimum Wages,

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Provident Fund, Employee's State Insurance, etc. and for the said project / works and the Contractor keep indemnified the developer and / or their employees from any of the suit, claim, demand etc.

#### 7] Defect liability Period: -

The Defects Liability Period for the above-mentioned works shall be One year, after the completion of work. The Contractor shall rectify the defects brought to their notice during this period at their own cost. If the Contractor does not clear the defects, the developer will be at the liberty to get the defects rectified from some other agencies and deduct the costs thereof from the payments of the Contractor.

#### 8] Non-Warranty: -

a] That the Party of the Second Part agrees to perform the services in accordance with generally accepted professional practices using available published codes, but makes warranty either expressed or implied.

#### 9] Consideration and Payment: -

- 1. The Party of the First Part agrees to pay to the Party of the Second Part the total of all inclusive consideration of Rs 3,39,10,957/- [Rs Three Crore Thirty-Nine Lacs Ten Thousand & Nine Hundred & Fifty Seven Only] for the work undertaken by the Party of the Second Part pursuant to the provisions of this Agreement. All taxes payable under this Agreement or in respect of the transaction contemplated under this Agreement or which may be payable in respect of the consideration by the Party of the First Part to the Party of the Second Part under this Agreement, including VAT, Service Tax shall be solely borne by the Party of Second Part and the Party of the First Part shall have no liabilities in this respect. The amount shall be paid by the Party of the First Part as per Schedule attached.
- 2. The payment by the Party of the First Part to the Party of the Second Part shall be as per the provision of the Schedule I and as per the invoices raised by Party of the Second Part in

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#### 8] Non-Warranty: -

a] That the Party of the Second Part agrees to perform the services in accordance with generally accepted professional practices using available published codes, but makes warranty either expressed or implied.

#### 9] Consideration and Payment: -

- 1. The Party of the First Part agrees to pay to the Party of the Second Part the total of all inclusive consideration of Rs 3,39,31,525/- [Rs Three Crore Thirty-Nine Lacs Thirty -One Thousand Five hundred & Twenty- Five Only] for the work undertaken by the Party of the Second Part pursuant to the provisions of this Agreement. All taxes payable under this Agreement or in respect of the transaction contemplated under this Agreement or which may be payable in respect of the consideration by the Party of the First Part to the Party of the Second Part under this Agreement, including VAT, Service Tax shall be solely borne by the Party of Second Part and the Party of the First Part shall have no liabilities in this respect. The amount shall be paid by the Party of the First Part as per Schedule attached.
- 2. the provision of the Schedule I and as per the invoices raised by Party of the Second Part in The payment by the Party of the First Part to the Party of the Second Part shall be as per

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Site-In-Charge Signature

Amendment Reason: Buit-up-Area and reduction in number of 1 floor.



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Provident Fund, Employee's State Insurance, etc. and for the said project / works and the Contractor keep indemnified the developer and / or their employees from any of the suit, claim, demand etc.

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#### 8] Non-Warranty: -

a] That the Party of the Second Part agrees to perform the services in accordance with generally accepted professional practices using available published codes, but makes warranty either expressed or implied.

### 9] <u>Consideration and Payment: -</u>

- 1. The Party of the First Part agrees to pay to the Party of the Second Part the total of all inclusive consideration of Rs 3,53,92,403/- [Rs Three Crore Fifty-Three Lacs Ninety Two Thousand Four hundred & Three Only] for the work undertaken by the Party of the Second Part pursuant to the provisions of this Agreement. All taxes payable under this Agreement or in respect of the transaction contemplated under this Agreement or which may be payable in respect of the consideration by the Party of the First Part to the Party of the Second Part under this Agreement, including VAT, Service Tax shall be solely borne by the Party of Second Part and the Party of the First Part shall have no liabilities in this respect. The amount shall be paid by the Party of the First Part as per Schedule attached.
- 2. The payment by the Party of the First Part to the Party of the Second Part shall be as per the provision of the Schedule I and as per the invoices raised by Party of the Second Part in

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accordance with Schedule II on the Party of the First Part for the work undertaken by the Party of the Second Part in accordance with the provisions of this Agreement. Party of the First Part shall subject to the Party of the Second Part being in full compliance with the provisions of this Agreement and ensuring compliance with the time lines indicated in this Agreement, pay the amounts reflected in such invoices in accordance with the payment schedule.

#### 10] Deployment of Personnel / Staff etc.: -

- All personnel, staff, employees etc of the Party of the Second Part for the said construction under this Agreement shall be under the exclusive charge and control of the Party of the Second Part. It is clarified that in event the Party of the Second Part commits any breach under this Agreement the Party of the First Part shall not be held responsible / liable or settle any claim arising out of such lapse / default on the part of the Party of the Second Part and the Party of the Second Part shall be solely liable in this respect.
- 2. To the extent of work related to this Agreement, the Party of the Second Part shall be solely liable for any claims / demands / taxes / losses, including arising out of any accident and injury / death caused or suffered by the personnel / staff at the site of the Scheduled Property and shall keep the Party of the First Part including its Directors, officers, employees, shareholders, representatives and agents etc fully indemnified against the same.
- 4. To the extent of the work done under this Agreement shall be responsible under all financial obligations relating to the employment of personnel / staff employed at the site of the Scheduled property, including salaries, bonus, provident fund, ESI, HRA and shall ensure compliance with all applicable laws and statutes present and future, relating to taxes, duties etc. At no point in time the contractor shall engage workers below the age of 18 any such instance may cause a legal claim which will be on account of the contractor and the developer will not be liable for any claims arising out of this employment.

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#### 11] Right of Assignment: -

The Party of the Second Part shall not be entitled to assign, transfer, any of its rights or obligation under this Agreement except with the prior written consent of the Party of the First Part.

### 12] <u>Notices: -</u>

Any notice pursuant to this Agreement shall be in writing signed by [or by some person duly authorized by] the person giving it and may be served by sending it by facsimile, prepaid recorded delivery or registered post addressed as follows or to such other address shall have been duly notified in accordance with this clause: -

If the Party of the First Part: -

If the Party of the Second Part: -

2. All notices given in accordance with Clause 6[1] shall be deemed to have been served as follows: -

If delivered by hand, at the time of delivery;

If posted at the expiration of 5 days after the envelope containing the same was delivered into the custody of the postal authorities; and;

#### 13] Payment Understanding: -

- 1. Management will not pay any fare Conveyance and communication bills of the contractor.
- 2. Payment schedule and mode of payment is as per attached separate chart.
- 3. That in case of any delay in construction activity due to lack of professional commitment at the required stages by the Party of Second Part then Management of Party of First Part reserves the right of discretion to retain 5.00 % from the total amount agreed towards damages, over and above the Retention Amount already retained.

#### 14] Dispute Resolution Clause: -

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That in the event of any dispute or difference between the Party of First Part and the Party of Second Part arising out of this agreement or as to the interpretation of any terms of this

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Agreement, on account of any claim by or against the other or in respect of the said construction work, the same shall be referred to sole arbitrator and his decision shall be final and binding. Such arbitration shall be governed by the provisions of The Arbitration & Conciliation Act, 1996.

#### 15] Miscellaneous: -

- This Agreement constitutes the entire agreement between the parties in relation to the subject matter hereof and supersedes any previous agreement, if any, between the parties whether oral or in writing regarding the subject matter hereof.
- Nothing in this Agreement shall be deemed to constitute a partnership between the parties or constitute any party, agent of any other party for any purpose or entitle any party to commit or bind any other party in any manner or give rise to fiduciary duties by one party in favor of any other.
- Each of the parties mutually represents that it is a free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the parties hereto and any other third party.
- 4. The Contractor shall forthwith comply all instructions issued by the developer and / or Architect appointed by the developer. The Contractor shall not make any variation in the construction work without any written permission of the developer and / or Architect of the developer.
- 5. If any provision embodied in this Agreement appears to be legally invalid or null, the parties will replace such provision, considering such nature and contents of this Agreement, the way consensus is reached, they mutually know interests of both parties as well as relevant circumstances, by a provision which is not unreasonably onerous to any party and approximates the meaning of the legally invalid provision as closely as possible.
- 6. In the event of the Party of the Second Part failing to comply the terms and conditions of this Agreement within the time period specified in this Agreement, other than any force majeure conditions, the Party of the First Part shall without prejudice to all it's rights and entitlement hereunder be at liberty to rescind this Agreement and to commence Arbitration Proceedings against Party of the Second Part.

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- 7. The failure on the part of one party to exercise or enforce any rights, resulting from this Agreement shall be not be waiver of any such rights, nor shall any single or partial exercise thereof operate so as to bar the later exercise or enforcement there of.
- 8. The Contractor shall regularly comply with the relevant applicable Laws and keep the developer up-dated and indemnified on and for the same, from time to time and at the time of payment against R.A. Bills and at final payment.
- 9. The Technical and General conditions annexed hereafter as "Annexure" shall form integral part of these present, any clarification/s or doubts, of these terms and conditions shall be referred to the developer.
- 10. That the Agreement is executed in duplicate and one copy will be retained by the Party of First Part and the other by the Party of Second Part.
- 11. That the Party of the Second Part shall also give the management schedule of his site visits until the completion of the project to the Party of the First Part.
- 12. That the Agreement is executed in duplicate and one copy will be retained by the Party of First Part and the other by the Party of Second Part.
- 13. That the Party of the second part assures and affirms to complete all the RCC works latest by 31st Dec 2023.

Contractor's Signature



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IN WITNESS WHERE OF the Parties have put their hands, the day and year first hereinabove written included payment schedule.

SIGNED AND DELIVERED by the within named 'Developer' M/S CHOICE LIFESTYLE through its one of the partners by Shri: AMIT ASHOK AGRAWAL in the presence of

WITNESS:

1. Sign

Name:

2. Sign

Name:

SIGNED AND DELIVERED by the within named 'Contractor' M/S. A S CHAUDHARY CONSTRUCTION PRIVATE LIMITED by the hands of its dully empowered Proprietor and Authorized Signatory

Shri: RAMGOPAL CHAUDHARY

#### **WITNESS:**

1. Sign

Name:

2. Sign

Name:

Contractor's Signature

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#### **ANNEXURE**

- A) <u>Technical Conditions</u>: -
- 1) **Bar Chart** After the award of the work, the contractor shall submit the bar chart & schedule of work in consultation with the Engineer-In-Charge, indicating the expected date start & finish dates of the activities.
- Curing All curing for the work will be carried out by the Company in time as per requirement and standards.
- Elevations & other features The contractor shall inspect the architectural drawings particularly regarding the elevations. All cornices, boxes, fins, moldings, brackets, brackets, flower boxes, parapets at various levels in RCC shall be carried out as per details supplied to him during execution.
- 4) Rectification of defects The contractor must attend all the rectification's required to be made as pointed out to them from time to time. If contractors fail to attend such rectification's the same will be got rectified through other agency and suitable decision to debit the charges with holding major amount of bill and or levying additional retention amount or such corrective measures will be taken by the company for which the contractor will only be responsible.

#### B) GENERAL CONDITIONS: -

- Works to be the satisfaction The work shall be executed in a Workmanlike manner as per the drawings, specifications other details and instructions issued from time to time by the "Company and Quality Consultant" and to the entire satisfaction of the "Company" The Contract consists of labour work with all necessary raw materials required for the Construction work.
- 2) Tools and Plants The Contractors shall bring all the tools and plants such as ghamelas, phawdas, measuring boxes, mixing trays, watering pots, scaffoldings, centering, kathya, line dori, levels, Concrete Mixer, Needle Vibrators and Compactors including drilling machine

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and any other implements required for the proper execution of the construction work in a workman like manner.

- Adequate Material and labour to be deployed The Contractors shall deploy all necessary construction materials like Cement, Steel, Sand, and Aggregates etc. and employ adequate skilled labour on the work site, which in the opinion of the company is fit to execute the work properly. Incase, in the opinion of the company the material or labour employed on the work is found insufficient and improper, the company or his representative shall be at liberty to employ additional labour and recover the cost of such labour from the bills of the contractors. Any labour or material used or employed on the work, if found to be improper by the company, the same shall be removed forthwith. Similarly, any part of work found wrongly constructed and / or having any defects the same shall be dismantled and rectified forthwith all at the cost of Contractor. The cost of materials involved in the process shall also be borne by the contractor.
- 4) Labour hutment Hutments for labour will be permitted to minimum number and mutually decided. Permission to put labour hutments as directed on site beyond building premises is purely temporary during the construction course only. Contractor will have to take precautions to avoid any nuisance to neighborhood. Any complaint about the same will settled by contractor himself. The G. I. sheet labour hutment compulsory and is to be arranged by the Contractor himself.
- Material Acts The Contractors shall be responsible to ensure economic use of material and to avoid wastage. The Contractor shall give account of all such material issued whenever asked during the periodical check. Any labour required for such check and accounting shall be supplied by the contractor at his own cost.
- 6) Site to be clean The material like Bricks, sand, cement, shall not lie haphazardly causing the wastage besides rendering the site clumsy & untidy. The Contractors are required to take adequate care that such stage is avoided. Site should be cleaned to the satisfaction of the company. The entire site will be kept clean & tidy so as to have easy access to flats for the prospective flat purchasers at any time without any hazards.

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- 7) Co-operation to other agencies The Contractor shall give reasonable Facilities, assistance & co-operation with other agency, dispute, the decision of the company shall be final and binding. These agencies will, however, be asked not to damage any work pertaining to contractor.
- 8) Safety Codes The Contractor will follow all the rules & regulations regarding safety codes.

  Adequate safety measures shall have to be taken by contractor. Helmets, safety belts etc. shall be procured by the contractors. In case of failure these may be issued by the owners & cost thereof will be debited.
- 9) Termination of contract Notwithstanding anything to the contrary written in this agreement, the company reserve their right dissatisfactory speed of the work, dissatisfactory quality of the material and the work etc. upon such termination by the company of this contract, the company will evaluate the quantum of work carried out by the contractors and then the account of the contractors shall be settled by the company accordingly. Contractor shall remove on their own, within a week's period, all his machinery, Tools, plants, scaffolding & shuttering materials labour & their huts, failing which the same will be removed by the company at the risk & cost of the contractor. Contractor shall note that company shall deemed to be indemnified of all the consequences there of.
- Working Drawings The contractors will be supplied with the detailed working drawings as the work progresses. Errors and inconsistencies if any in the drawing & specification shall be promptly brought to the notice of Engineer-in-charge. The entire work shall be carried out as per relevant drawings and established specifications. Any deviation, below standard work, shall be rectified as directed without any claim whatsoever.
- 11) Area Calculations The area calculations will be as per Company's standard norms. (See Work Order details)
- 12) Contractors must visit site before Before quoting the rate, the contractor shall have visited, examined the site and satisfied himself as to the nature, topography, founding strata, existing amenities like approaches & facilities available at site. The company will not

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pay any extra charges for lead of materials, non-availability of labour or any other reasons in case the contractors have misjudged themselves.

- 13) Rates for variation in floors to be same - Proposed work is Basement, Retaining Wall & Ground + 16 floors and the contractor is expected to have worked on such project and shall have adequate, experience of such constructions. The rates quoted shall be valid for any variation in number of floors. No extra claims will be entertained for items which are related to increase / decrease in floors due to any reasons. OHWT, LMR & staircase cap if required to be executed with provision of one floor, is included in the contractor's scope. No extra payment will be made for extra height & scaffolding.
- 14) Reporting of accident - Contractor shall intimate in proper format giving all relevant details, any incidence of accident, major or minor. He shall also keep First aid at site and keep the address and phone numbers of nearly Doctor, Hospitals in emergency cases.
- 15) Stoppage of work due to statutory obligations - Any delay in progress due to statutory permissions will not be ground for contractors to claim his overheads. The developer / Builder reserves the rights to terminate the contracts at the stage a / or continue offer, the permissions are obtained within two months' period continuation will be mutually decided.

#### WORKMANSHIP

- 1. Work will be carried out in best workmanship like manner by use of appropriate materials and skilled labors only.
- 2. All instructions of Project Manager will be carried out in total. Any suggestions or the changes desired by subcontractors for workmanship and quality will be put forward by the contractors for our Project Manager's approval and his decision will be final and binding on the contractor. These changes will be done at subcontractor's risk and cost and no extras will be payable on any account.
- 3. Work will be carried out in close co- operation of Project Manager and other agencies working at site.

Contractor's Signature

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Amended Date: 23

13/02/ww Site-In-Charge Signature

Amendment Reason: Buit-up-Area and reduction in number of 1 floor.



# WO NO: GOODWILL VERVE / RCC WORK -01

pay any extra charges for lead of materials, non-availability of labour or any other reasons in case the contractors have misjudged themselves.

- 13) Rates for variation in floors to be same Proposed work is <u>Basement</u>, <u>Retaining Wall & Ground + 17</u> floors and the contractor is expected to have worked on such project and shall have adequate, experience of such constructions. The rates quoted shall be valid for any variation in number of floors. No extra claims will be entertained for items which are related to increase / decrease in floors due to any reasons. OHWT, LMR & staircase cap if required to be executed with provision of one floor, is included in the contractor's scope. No extra payment will be made for extra height & scaffolding.
- 14) Reporting of accident Contractor shall intimate in proper format giving all relevant details, any incidence of accident, major or minor. He shall also keep First aid at site and keep the address and phone numbers of nearly Doctor, Hospitals in emergency cases.
- Stoppage of work due to statutory obligations Any delay in progress due to statutory permissions will not be ground for contractors to claim his overheads. The developer / Builder reserves the rights to terminate the contracts at the stage a / or continue offer, the permissions are obtained within two months' period continuation will be mutually decided.

#### WORKMANSHIP

- 1. Work will be carried out in best workmanship like manner by use of appropriate materials and skilled labors only.
- 2. All instructions of Project Manager will be carried out in total. Any suggestions or the changes desired by subcontractors for workmanship and quality will be put forward by the contractors for our Project Manager's approval and his decision will be final and binding on the contractor. These changes will be done at subcontractor's risk and cost and no extras will be payable on any account.
- 3. Work will be carried out in close co- operation of Project Manager and other agencies working at site.

Contractor's Signature

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# WO NO: GOODWILL VERVE / RCC WORK -01

- 4. The contractor will take care to see that no damages are done to others' work while carrying out their works. Subcontractor will also remove debris and other unusable material and dispose off away from site at the place decided by Project Manager. Subcontractor will keep site clean and tidy every day. The cost of all such cleaning and clearing will be borne by the contractor and nothing extra will be paid to him on this account.
- 5. Day to day site cleaning is to be maintained by the contractor.
- 6. For unloading any material proper care to be taken to avoid breakage or keep it to a minimum.
- 7. The Contractor shall not employ the Minor Labour in any circumstance/s
- 8. The Contractor shall be held responsible for the entire work undertaken and shall keep the developer indemnified for any loss / damage due to his / their workmanship or substandard use of material.

#### Mode of Measurement:

- a) Raft Area
- b) Retaining Wall & UGWT Pardi
- c) Outer slab area
- d) Add Overhead Water Tanks Top and Bottom Slabs only
- e) Deduct all ducts if not less than 10 Sq.ft area
- f) Any RCC pergola above terrace level to be executed, the out to out plan area will be measured and the quantity will be paid @ Rs. 160 / Sq.ft.

#### **Mode of Payment:**

1) After completion of plinth and every slab, invoice will be submitted and 95% payment to be released within 7 Days after due checking by the Engineer-In-Charge.

Contractor's Signature

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#### GOODWILL VERVE - PAYMENT SCHEDULE

s.n.	DESCRIPTION	NET AREA (SQ.FT.)	RATE PER SQ.FT.	AMOUNT	AMOUNT PER SLAB	RETENTION ON TOTAL AMOUNT 5%	Bill Date	Invoice No.
A	19 RCC SLAB							
1	Footing Level		(0,)	• -	15,81,819.97	79,091.00		
2	RCC Slab 1	17621.33	170	29,95,625.91	15,81,819.97	79,091.00		
3	RCC Slab 2	10180.24	250	25,45,061.15	15,81,819.97	79,091.00		
4	RCC Slab 3	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
5	RCC Slab 4	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
6	RCC Slab 5	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
7	RCC Slab 6	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
8	RCC Slab 7	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
9	RCC Slab 8	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
10	RCC Slab 9	9705.76	170	16,49,979.74	15,81,819.97	79,091.00		
11	RCC Slab 10	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
12	RCC Slab 11	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
13	RCC Slab 12	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
14	RCC Slab 13	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
15	RCC Slab 14	9705.76	170	16,49,979.74	15,81,819.97	79,091.00		
16	RCC Slab 15	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
17	RCC Slab 16	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
18	RCC Slab 17	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
19	RCC Slab 18	9520.74	170	16,18,525.75	15,81,819.97	79,091.00		
20	RCC Slab 19	9552.56	170	16,23,934.69	15,81,819.97	79,091.00		
21	OHWT,LM& ST.CAP	554.57	170	94,277.61	1,5,81,819.97	79,091.00		
	19 RCC SLAB TOTAL	1,90,610.59		3,32,18,219	3,32,18,219	16,60,911		
В	RAFT		per Company	*				
18	RAFT	17463.35	90	15,71,701	15,71,701.31	78,585.07		
С	RETAINING WALL OF	NG WALL OF BLDG. & LEW F PARTIL					7.6	
19	RETAINING WALL	4634.48	130	6,02,483	6,02,482.78	30,124.14		
	PAID AMOUNT							
	BUILDING TOTAL (without GST)	2,12,708.42	-	3,53,92,403	_	17,69,620		
	BUILDING TOTAL (with 18% GST)	2,50,996		4,17,63,036		20,88,152		

Note:) 10% hold for they Repair, Chipping & Hacking work
2) 10% for destruttering of cleaning work, now

On every poyment stage:

# **GOODWILL VERVE - PAYMENT SCHEDULE R1**

S.N.	DESCRIPTION	NET AREA (SQ.FT.)	RATE PER SQ.FT.	AMOUNT	AMOUNT PER SLAB	RETENTION ON TOTAL AMOUNT 5%	
A	19 RCC SLAB						
1	Footing Level		0		15,87,867.04	79,393.35	
2	RCC Slab I₄	17621.33	170	29,95,625.91	15,87,867.04	79,393.35	
3	RCC Slab 2	10267.35	250	25,66,837.26	15,87,867.04	79,393.35	
4	RCC Slab 3	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
5	RCC Slab 4	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
6	RCC Slab 5	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
7	RCC Slab 6	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
8	RCC Slab 7	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
9	RCC Slab 8	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
10	RCC Slab 9	9731.95	170	16,54,431.11	15,87,867.04	79,393.35	
11	RCC Slab 10	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
12	RCC Slab 11	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
13	RCC Slab 12	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
14	RCC Slab 13	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
15	RCC Slab 14	9731.95	170	16,54,431.11	15,87,867.04	79,393.35	
16	RCC Slab 15	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
17	RCC Slab 16	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
18	RCC Slab 17	9515.27	170	16,17,595.62	15,87,867.04	79,393.35	
19	RCC Slab 18	9559.83	170	16,25,171.32	15,87,867.04	79,393.35	
20	OHWT,LM& ST.CAP	1365.30	170	2,32,101.00	15,87,867.04	79,393.35	
	18 RCC SLAB TOTAL	1,81,976.19		3,17,57,341	3,17,57,341	15,87,867	
В	RAFT						
	RAFT	17463.35	90	15,71,701	15,71,701.31	78,585.07	
С	RETAINING WALL OF BLDG.						
	RETAINING WALL	4634.48	130	6,02,483	6,02,482.78	30,124.14	
	BUILDING TOTAL	2,04,074.02	-	3,39,31,525		16,96,576	

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20/12/2000

# GOODWILL VERVE - PAYMENT SCHEDULE (FINAL)

s.N	DESCRIPTION	NET AREA (SQ.FT.)	RATE PER SQ.FT	AMOUNT	AMOUNT PER SLAB	RETENTION ON TOTAL AMOUNT 5%	Bill Date	Invoice No.		
A	19 RCC SLAB									
1	Footing Level		0	- I	15,86,729.69	79,336.48				
2	RCC Slab 1	17487.62	170	29,72,896.24	15,86,729.69	79,336.48				
3	RCC Slab 2	10267.35	250	25,66,837.26	15,86,729.69	79,336.48				
4	RCC Slab 3	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
5	RCC Slab 4	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
6	RCC Slab 5	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
7	RCC Slab 6	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
8	RCC Slab 7	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
9	RCC Slab 8	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
10	RCC Slab 9	9731.95	170	16,54,431.11	15,86,729.69	79,336.48				
11	RCC Slab 10	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
12	RCC Slab 11	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
13	RCC Slab 12	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
14	RCC Slab 13	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
15	RCC Slab 14	9731.95	170	16,54,431.11	15,86,729.69	79,336.48				
16	RCC Slab 15	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
17	RCC Slab 16	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
18	RCC Slab 17	9515.27	170	16,17,595.62	15,86,729.69	79,336.48				
19	RCC Slab 18	9559.83	170	16,25,171.32	15,86,729.69	79,336.48				
20	OHWT,LM& ST.CAP	1365.20	170	2,32,083.68	15,86,729.69	79,336.48	W			
	18 RCC SLAB TOTAL	1,81,842.39		3,17,34,594	3,17,34,594	15,86,730				
В	RAFT									
	RAFT	17487.62	90	15,73,886	15,73,886.25	78,694.31				
C	RETAINING WALL OF BLDG.									
	RETAINING WALL	4634.44	130	6,02,477	6,02,477.23	30,123.86				
	BUILDING TOTAL	2,03,964.45	-	3,39,10,957	-	16,95,548				

16,95,548