

Office: Road No.8, Vishrantwadi Airport Road, Adarsh Colony, Tingre Nagar, Pune- 411032
Phone No: +91 96238 78731 | Email id: estimation@choicegoodwill.com

WO NO: GOODWILL METROPOLIS PHASE 2- A BUILDING / RCC WORK-01

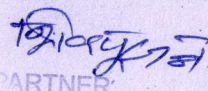
CONTRACT / WORK ORDER

FOR RCC WORK AT

KRISHNA BUILDCON- GOODWILL METROPOLIS EAST PHASE 2 - "A" BUILDING

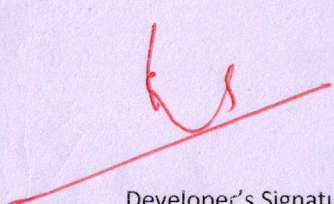
THIS AGREEMENT IS MADE AND EXECUTED AT PUNE

ON THIS 21ST APRIL 2023.

JAI BHAWANI ENTERPRISES

PARTNER PARTNER

Contractor's Signature

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Developer's Signature

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AGREEMENT BETWEEN

PARTY OF THE FIRST PART

M/S. KRISHNA BUILDCON having its registered office at Road No.8, Vishrantwadi Road, Adarsh Colony, Tingre Nagar, Pune-411032. Here in after referred to as "**Developer**" (which expression shall unless repugnant to the context or contrary to the meaning therefore mean and include its representative, administration, executors, assignee etc.)

PARTY OF THE SECOND PART

M/S. JAI BHAWANI ENTERPRISES Having its office at Flat No.505, Shree Ram Empire, Lohegaon, Dhanori Road, Pune-411015 Here in after referred to as "**Contractor**" (which expression shall unless repugnant to the context or contrary to the meaning therefore mean and include its representatives, administrators, executors, assignees etc.)

WHERE AS Party of the first part is the Developer and intends to start the construction of the building on the site situated at **GOODWILL METROPOLIS EAST A-BUILDING, S.R.NO.283/3A/1A, 283/2, PORWAL ROAD, LOHEGAON, PUNE-411047.**

And **WHERE AS** Developer is desirous to get the said construction work executed through contractor having all the infrastructure and skill to complete the Construction as per the Developer instructions.

And **WHERE AS** contractor have approached the Developer and shown his desire and willingness to execute the said construction work for which the Developer has given consent

and **WHERE AS** it has been agreed by the Developer and contractor that the contractor will construct building on **GOODWILL METROPOLIS EAST A-BUILDING, S.R.NO.283/3A/1A,283/2, PORWAL ROAD, LOHEGAON, PUNE-411047.** on the following terms and conditions.

The contractor has been agreed to execute the work mainly on **LABOUR BASIS (ON BUILT UP AREA)** with Centering Material. And **WHERE AS** both the parties have decided to reduce their terms into writing, which are as under:

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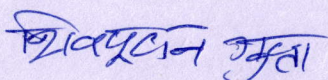
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A. DEFINITION OF TERMS:

In constructing these conditions and the technical specifications, Bill of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject of context otherwise requires.

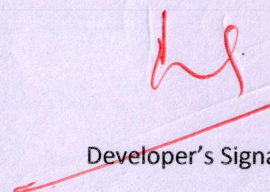
1. **Developer:** The "Developer" shall mean **M/S. Krishna Buildcon (Goodwill Metropolis East A-Building)** Pune shall include their legal representative/s, assignee/s and / or successor/s.
2. **Contractor/s:** The "Contractor/s" shall mean the successful individual or firm or company whether incorporated or not, undertaking the works and shall include legal representative/s of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or Company.
3. **Sub-Contractors:** "Sub-Contractor" shall mean the person named Contractor in the Contract for any part of the work or any person to whom any part of the Contract has sublet with the consent in writing of the Developer and legal representative, Successors and permitted assignee of such persons.
4. **Architects:** "Architects" shall mean **Cubix Architects Associates.**
5. **Structural Consultant:** "Structural Consultant" shall mean **Structure Vizion.**
6. **Site In-Charge/Engineer In-Charge:** The "Site/Engineer In-charge" shall mean the appointed Site Engineer by the Developer.
7. **Billing Engineer:** The "Billing Engineer" shall mean the appointed Billing Engineer by the Developer.
8. **Contract:** The "Contract" shall mean the Work Orders, its official supplements, amendments, all drawings sent by the Principal to the Contractor for the execution of the Contract works and the Contractor's acceptance of the Order.
9. **Drawings:** "Drawings" shall include general layout and detailed drawings, part lists, specifications, calculations, manuals of erection, operation of maintenance and all models, samples or patterns, relevant to the Contract Works.
10. **Consultants:** "Consultants" shall mean authorized representative/s appointed by the Developer for the Project.

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11. **Work Site/Site:** "Work Site/site" shall mean the Developer's Site at PUNE where work is to be executed.
12. **Works:** The "Works" shall mean the work/s or part/s thereof and/or altered or deviated or substituted works required to be carried out by the Contractor for due performance of this Contract.
13. **Contract Price:** The "Contract Price" shall mean the sum/s named in the Bid subject to such additions or deductions there from as may be made under the provisions stated hereinafter.
14. **Time of Completion:** "Time of Completion" shall mean time specified in this Contract for due performance of this Contract in all respects.
15. **Plant:** The "Plant" shall mean all equipment's, materials, apparatus, spares, articles and things of all kinds required for due performance of this Contract.
16. **Approved:** "Approved or Approval" shall mean approval in writing by the Developer.
17. **Writing:** "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
18. **Month:** "Month" shall mean Calendar Month.
19. **Specifications and Schedule of Rates:** The "Specifications and Schedule of Rates" shall be considered as part of this contract and any work shown on Schedule and not called for in the Specifications or vice versa shall be executed as if specially called for in both.
20. **Perfect condition:** work as per drawings, specification and quality accepted by the Developer.
21. **Improper work:** work which is not in perfect condition.
22. **Coordinate and Inspect:** Cross Check

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B. SCOPE OF WORK:

A) GENERAL:

1. The contract shall include the following works in prescribed rate:

- a) All RCC Work Including Centering Material for Concreting (Plain & Reinforced) works of whole building including labor, fabrication, placing and binding reinforcement Steel, PCC with nominal steel, Casting of Concrete, Raft, Slab, Retaining Wall, UGWT, Ramp slab outside building line, hacking, scaffolding etc., for substructure & superstructure, elevation treatment, circular/curved formwork for any concrete surfaces as per Architectural and Structural drawings and after the NOC from Consultants.
2. Site cleaning with removing of shuttering material, rectifying any minor honeycomb, grinding the surface and handing over to Engineer in charge to start the next activity.
3. Check the gridline and dimensions of the trench/foundation with the drawing.
4. All civil works connected with the erection of lifts such as foundation pedestal for buffers in lift pit, plum concrete in lift pit if any.
5. All RCC works as per Engineer in charge instructions shall be hacked with tacha by the contractor at his cost while the concrete is green. It understood that the hacking shall be at least 500 notches per Sq. mtr (50 No's/ Sq. ft.) of surface area/ as per IS Code.
6. All RCC work shall be adequately and sufficiently cured by the contractor. The tools and materials for the curing like pipes, buckets and drums etc., shall be provided by the Developer. Curing of slab etc., shall be done with ponding method by making ponds in cements and sand mortar (1:10) of size around 5' X 5'. Curing of columns shall be done by fixing hessian cloth.
7. The contractor shall provide and place sleeves, pockets, inserts etc., in RCC for plumbing, electrical, firefighting, lift etc.
8. The grid lines should be marked on plinth PCC and on every slab for proper line out of columns above the plinth / slab level by the contractor at his cost. Starter shall be filled for each column as per the column grid.
9. Care shall be taken during the execution of work to avoid nuisance and disturbance to the neighborhood.
10. Main distribution boards and electrical switch boxes wherever provided shall be protected and

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thoroughly cleaned by the Contractor.

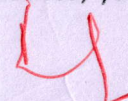
11. Any departmental work directed by company's Engineer in charge (not in scope of civil contractor) shall be paid at actual. Contractor to keep proper record of the same duly certified challans by Engineer in charge with supporting reason, usage of labour, area of work etc.
12. For all defective work, contractor shall be solely responsible and shall bear the cost of material and labour for redoing same as directed by the Engineer in charge.
13. The contractor shall not remove any material from site, either belonging to the company or the contractor without prior knowledge, consent, and written instructions from Engineer in charge.
14. No extra cost shall be paid to the contractor for any work that is carried out beyond the working hours of the day by day of night shift.
15. Contractor or his representative shall give daily report of his labour and daily progress & progress report to the Engineer in charge.
16. The company reserves right to debit the contractor for the cost of a) any company material damaged during the work, b) excessive wastage of material supplied by the company for the work, c) The cost of rectification of the defective work if the same has not been rectified by the contractor at his cost.
17. Electricity for construction and labour camp shall be provided free of cost. It shall be your responsibility to ensure that there is no misuse/wastage of electricity.
18. The required Halogen holders and Halogen tubes shall be provided by Developer. The required wires for extension shall be in the scope of Contractor. Contractor shall return all damaged or faulty halogen holders and tubes to the storekeeper before demanding further for any work for that / next day's work. The debit note can be raised in case halogen holders and tubes are used by contractor for any reason and not returned to the store.
19. Water for construction shall be provided free of cost by us at one point at every floor, further tapping shall be done by you at your cost. Curing pipe will be provided by Developer. It shall be your responsibility to ensure that there is no misuse/wastage of water. You shall make adequate arrangements for curing of concrete, to the satisfaction of Engineer in charge at no extra cost to us.
20. The total work executed shall be guaranteed for quality of workmanship etc., for a period of **12 months** from the date of handing over of the entire works to the satisfaction of the company. During the guarantee period, if any defective workmanship is noticed, you shall rectify the work at your own cost including the required material cost.

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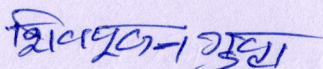
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21. Developer will provide office, stores at site and the labour camp will be provided inside the site at free of cost including materials required for the same at a suitable location identified by the Engineer in Charge. No workmen will be allowed to stay within the building under construction.
22. Weekly / Fortnightly Co-ordination and progress monitoring meetings will be held at site along with Contractor.
23. Contractor shall assist Engineer in Charge in reconciliation of Cement, steel received on site shall be done along with submission of every RA bill.
24. The contractor shall be responsible to ensure economic use of the material and to avoid wastage. They shall also ensure that the material used is as per the constants provided by Consultants/ Engineer in- Charge, with maximum wastages. This wastage factor is only for reconciliation purpose. No deduction shall be made against material wastage.
25. In case wastage identified at intermediate stages as mentioned above is more than these limits, contractor shall make all the efforts to bring wastage within the permissible limits. Contractor shall take care to see that the wastage of material does not exceed the standard consumption norms.
26. The Casting and fixing of Lintel/Lofts shall be in the scope of Contractor at his own cost.
27. **NON-PERFORMANCE AND TERMINATION OF CONTRACT:**

The developer / company reserve the right to terminate the Contractor/ Subcontractor with immediate effect either wholly or in part without payment of compensation to the contractor in case of following circumstances

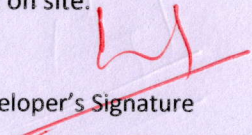
- 1) If the contractor fails within three-day notice from the developers to proceed diligently with the work to his satisfaction and at all times in such a manner as will not in the developer's opinion, prejudice the completion of the whole or any portion of the work under the principal contract in accordance therewith.
- 2) If the contractor refuses / delays or fails within three days' notice to rectify any defective workmanship to the developer's satisfaction.
- 3) If the contractor fails to complete and deliver any work or portion of the work by the time or times specified in the work schedule or by such extended time or times as may be allowed by the developers in writing.
- 4) If the contractor fails to withdraw /replace immediately, at developers' instructions any one or more of the employees to whom developer objects to whose presence on the works may not be good to maintain healthy working environment on site.

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- 5) If the contractor sublets whole or part to this work without developers written prior approval.
- 6) If the contractor fails within three days' notice from developer to take action on any of the obligations on the part of the contract herein contained.
- 7) If the contractor fails to mobilize sufficient manpower, machineries etc., affecting quality and progress of work. Company shall engage another agency to complete the work at contractors' risk and cost.

B) SHUTTERING:

1. The shuttering and formwork for all RCC work shall be of good quality and strong to withstand all pressures / stresses during concreting. Plywood sides if worn out in the opinion of Developer shall not be used and new formwork shall be deployed. The quality of concreting seen after de-shuttering shall be of excellent. Any improvements, modifications in formwork as required by the Engineer in charge shall be carried out by the contractor. A definite planning to close the gaps between the ply and planks, column caps and such other location shall be made as per instruction of concrete consultants so as to render the quality of the best workmanship and out-come of concrete of superior quality.
2. All RCC formwork for beams and columns shall be with 12mm thick plastic-coated ply of approved quality. Formwork for slabs should be either in 12mm thick plastic-coated ply of approved quality as decided by the company. 16mm dia Tie rods shall be used for columns/retaining wall & beams where depth exceed or as instruction by Engineer in charge. Contractor shall give fairly good quality finish for RCC members.
3. Steel props along with metal spans shall be engaged for supporting the form work, wooden props shall not be permitted to use as the support to the formwork. All shuttering materials should be new, and shall be subjected to inspection and acceptance by company's Engineer in charge. Contractor shall provide required shuttering to achieve the progress of work. In case, if additional shuttering is required for achieving the targeted work schedule, it shall be brought by contractor at no additional cost to the company.
4. The required quantity of nails and binding wire for Shuttering work shall be in the scope of Contractor.
5. All planks, ply boards shall be applied with water base oil, as approved by the engineer, before reinforcement. The black oil or waste motor oil shall not be used.
6. For all RCC work de-shuttering period will be as specified by the structural consultant/ Developer.
7. The tie rod holes (if any), shall be filled with approved non-shrink grout. The Grouting material will be supplied by the Developer.

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8. Scaffolding for all RCC works, hoist and lift shall be done and dismantled by the labour contractor, along with the material, at his cost.

C) REINFORCEMENT STEEL:

1. Reinforcement steel shall be laid as per details approved by the consultants. Provisions of overlaps, pins, chairs, PT Chairs, Bursting reinforcement, clear cover etc. shall be as per Consultant's directions for which suitable record shall be kept by the contractor.
2. The contractor is responsible for economic use of the steel lot supplied to him.
3. The required material for Covers blocks shall be supplied by the Developer. The making of cover blocks and placing properly for various members such as columns, beams, slabs, stairs, RCC walls, Rafts, etc., is in the scope of Contractor.
4. The dowels bars for steel reinforcement are required to be provided at any junctions for future work. They shall be provided by the contractor as part of the steel reinforcement work.
5. **Unused Steel: Rebars/ Reinforcement steel lying unused or wasted because of improper usage and handling of steel will be debited to the contractor in every running bill and communicated and signed off as a written memo and debit note.**
6. **Steel Reconciliation: Contractors support for carrying out Joint Reconciliation of steel is must before placing every part steel order. It has to be jointly done and signed off by the respective contractor, store in charge and the site in charge and submitted to the HO team.**

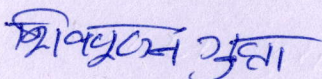
D) CONCRETE:

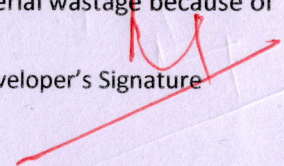
1. Pouring concrete in ready to cast structure after consultants checking.
2. All the concreting shall be as per the mix design provided by the Consultant/ Architect.
3. Casting of cubes for each major concreting and shifting the cubes from the place of concreting to the curing tank shall be in the scope of Developer. The Labour required for cube filling and shifting shall be in the scope of Contractor.
4. All RCC surfaces shall be absolutely vertical / horizontal with a perfect smooth finish. In case of honeycombing, it shall be cleaned with a wire brush, watered and repaired with Polymer mortar by the contractor at his own cost. Before doing the treatment of honeycombing Contractor shall take the approval of Engineer in charge. Cost of material wastage because of sub-quality is in scope of contractor.

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5. All work of RCC shall be properly vibrated with suitable vibrators.
6. The work completion dates Painting work shall be done by the Contractor, required stencils shall be provided by Developer.
7. All construction joints should be properly treated with bonding agent. The required material shall be provided by the Developer.
8. Pond making for curing on slab and raft is in contractor's scope.

C. GENERAL CONDITIONS OF CONTRACT:

1. The Contractor shall execute the work in strict consultation with the Developer and in Co-ordination with other agencies appointed by the Developer.
2. The Contractor shall have to appoint and authorize a Supervisor, who shall be available always at site till the completion of the contract.
3. The Contractor shall have to make his own arrangements for all approaches to the site required for transporting material, machinery and manpower to site. No claim shall be entertained on account of making of approaches.
4. The Contractor shall be responsible for all risk to the works to be performed under its obligation under the Contract and for trespassers, and shall make good at his own cost all losses and damages whether to the works, themselves, or to any other property of the company or the lives, persons or property of other forms, whatsoever cause, in connection with the works, although all reasonable and proper precautions may have been taken by the contractor, and in case Principal is called upon to make good any such costs, loss or damages or to pay compensation to any person(s) sustaining damages by reason of any act, or any negligence or omission on the part of the Contractor, the amount of any costs or charges (including costs and charges towards legal proceedings) which the Developer may incur in reference thereto, shall be charged to the Contractor.
5. The Contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased handing-over of completed portion of the work is required, the provisions mentioned here in will apply to each phase.
6. The Contractor shall not communicate or use in advertising, publicity, sales release or in any medium photograph or reproduction of the works under this contract, or description of the site, or any other information concerning the works unless prior written permission is obtained from Developer. The Contractor shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Developer.

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7. All the temporary establishments shall be removed within 15 days from the date of completion of RCC works or termination of the contract.
8. Contractor will responsible for his improper work.
9. In case of improper work if rework is to be done the cost required for rework will be debited from contractor's account.
10. Mode of Measurements shall be as per IS1200.

NOW THEREFORE THIS AGREEMENT WITHNESSETH AS UNDER:

D. LABOUR:

1. The contractor shall employ adequate skilled labors on the work site and a full time Supervisory staff. In case the labour employed on the work site is found insufficient and improper the Developer can employ additional labour and recover the cost of such labour from the contractor. The developer shall have right to ask the contractor to terminate service of specific labour / laborers/ subcontractor from the Developer site.
2. No Labour will be permitted to stay on the work site at night. The laborers will stay in labour camp provided by the Developer.
3. Contractors shall insure at his own cost the workmen engaged by them against the workmen's compensation act, with insurance company as approved by the Developer. The contractors shall also maintain Wage Registers as required by the Law and shall pay minimum wages for skilled and unskilled workmen as per Law Regulations.
4. The contractor has to follow all the rules and regulations regarding the safety codes. **All the necessary PPE equipment's, first aid kits shall be provided by the contractor.** The developer shall not be legally and financially responsible for any mishap, accident at site due to negligence of contractor / Contractor's labour / Third Party Contractors and their labors / Engineer or any staff present at site. Also, Developer will not be responsible for any quarrel / physical fight between Developer's staff / labour and contractor / Contractor's labors or between two Contractors / Contractor's labor. The Contractor / Contractor's Labour shall co-operate with other contractors.

E. SAFETY:

1. **Induction:** All the workers of the contractors shall be first inducted for safety to make them aware of site safety rules made for individual protection. Contractor shall provide an induction room at site which shall be equipped with safety posters and signage for making

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- induction process more effective. Access to site for workers shall be such that one-point entry is maintained and thorough check shall be done by security at gate for compliance to PPE. No person without PPE shall be allowed to enter the site premises.
2. The Contractor shall insure at his own costs the labour employed by him against accidents; casualties etc. by way of Workmen Compensation Policy for the persons employed by him in accordance with the norms laid down by Labour Laws.
 3. The Contractor shall maintain a readily accessible place first aid appliance including adequate supply of sterilized dressing and cotton wool.
 4. An injured person shall be taken to a Public Hospital by the contractor.
 5. If Developer incurs any expenses on Contractor's behalf, then the same shall be recovered by the Developer.
 6. The Developer shall provide suitable fencing at every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials or railing whose minimum height shall be 1 meter.
 7. No floor, roof or other part of the structure shall be so overloaded with materials as to render it unsafe.
 8. No person below 18 years or above 60 years shall be allowed in work premises under any circumstance, either working or accompanying or idle during construction working hours.
 9. Electrical cable connections for operation of any of electrical appliance shall be through plug and socket arrangement only and ECLB (Earth Leakage Circuit Breaker) or RCCB (Residual Current Circuit Breaker) shall be provided for such connections. Loose laying of electrical cables at ground level shall not be allowed. Only double insulated cables shall be allowed at site which shall be always laid above 2m height. All electrical precautions shall be taken by the contractor to prevent electrical short circuits or overloads causing explosion or fires. Following guidelines shall be followed.
 10. Developer shall provide earth leakage protection on every socket outlet and lighting and power circuit.
 11. Use separate 5/15A socket outlets with shutter for single and three phases.
 12. All wirings shall be joint less and to be properly colour coded.
 13. HRC (High Rupture Capacity) fuse unit, main switch unit not to be used. Only circuit breakers shall be used.

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14. All equipment's drawing power from socket outlets shall only be portable electric equipment's.
15. Equipment's shall be properly checked, tested and maintained by the contractor before using for any work. Contractor to take care of all above precautions otherwise any incident, loss of life and property shall be solely Contractor's responsibility and & contract or shall face all legal proceedings arising out of these situations.
16. The Contractor at its own cost shall arrange, secure and maintain the insurance covers as per workmen Compensation Policy.
17. **Cleanliness at site:** Contractor shall at all times keep the site and areas of work clear of all debris, construction material, etc., and ensure these areas remain in a clean condition to the satisfaction of Engineer In-Charge. Similarly, areas under labour camp and surrounding areas shall be maintained in a clean and hygienic condition. In the event of failure to do so, Owner shall have liberty to get the areas cleared or cleaned at his own risk and cost shall be deducted from payments due.
18. **Scaffolding:** Contractor shall provide scaffolds for all works which cannot be safely done from the ground or any of the floors of building. No makeshift work platforms shall be allowed at construction site. Scaffold erection shall be done in a standard way with its entire component being erected by competent and experienced person. It shall be inspected using scaffold checklist and certified to be safe by the contractor representative.
19. **Incident Reporting:** All incidents shall be reported to the client within 12 hours of the occurrence of an incident, in a prescribed format as per EHS manual. All such incidents reported shall be thoroughly investigated and action plan to be drawn to ensure that
20. repetition of such incidents is avoided. On investigation of an incident, contractor shall take all necessary corrective and preventive actions as suggested by the investigating team and Developer team.
21. Contractor should take adequate precautions for safety at sit by providing, safety helmets, safety shoes, goggles, hand gloves, reflector jackets, safety belts, full body harness, life line rope etc., not mentioned here but required for safety purpose to all the workmen who are working or present at site, all electrical lines temporary/permanent at site should be checked before usage to ensure leakage.
22. If any accident occurs at site due to negligence of the above-mentioned safety norms, the contractor will be solely responsible for all the consequences arising out of the above and the client is absolved of any claims/Compensation if any payable by the contractor to his workman.

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WO NO: GOODWILL METROPOLIS PHASE 2- A BUILDING / RCC WORK-01

23. Entire responsibility of safety, storage of machinery; consumables etc. shall be with the contractor after the issue of material.

F. MATERIAL:

1. The Contractor shall furnish all labour appliances & equipment necessary for the completion of the whole RCC Work with Centering Material as specified and shown on the drawings.
2. Water Pump for curing with G.I. Pipe outlet point on alternate floor will be provided by the Developer Including PVC flexible pipes required beyond this point for proper curing of whole work.
3. The Contractor will be solely responsible for safety of his own materials, labor, tools and equipment. In case of theft, accident of any kind, the contractor will be responsible for the same.
4. The contractor shall at all-time maintain the site clean to the entire satisfaction of the Project in charge. All material shall be stored in a proper manner.
5. Developer shall be providing all final working drawings, decisions, well in advance considering Contractor's work schedule so that Contractor can submit the material requisition well in time.

G. QUALITY:

1. The Contractor before the start of work shall submit a quality assurance programmed to the Engineer In-Charge for approval indicating measures that he proposes to implement to ensure that the quality of work shall be in accordance with the requirements, specifications laid down in the contract.
2. Any part of work found to be having any defects due to the contractor's negligence the same shall be dismantled and rectified forthwith all at the cost of contractor.
3. Contractor will observe all the guidelines diligently and sincerely. In case, it is found that the contractor does not observe the Engineer in Charge's repeated instructions, Principal shall impose suitable penalty.
4. The work shall be executed as per the drawings specifications and instructions issued from time to time by the Architects, RCC consultants and Developer.

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5. The contractor shall follow all the procedures laid by the Architect/Developer/Third Party Quality Inspectors to maintain accuracy in the work, controlling the quality of work at all stages is solely responsibility of contractor without claiming any extra cost.
6. Contractor shall maintain & provide all the Documents like Pour card system, mix designs given by client, Checklists, audit reports as specified by concrete consultants /Developer /Third party.

H. 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. 91,59,758/- [Rs Ninety-One Lacs Fifty-Nine Thousand Seven hundred & Fifty-Eight 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 GST shall be solely borne by the Party of Second Part and the Party of the First Part shall have no liabilities in this respect.
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 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.

I. LEGAL ASPECTS:

1. All disputes are subject to Pune Jurisdiction. Dispute arising out of this contract shall be referred to arbitrator to be appointed as per the provisions laid down in the Arbitration and Conciliation Act 1996.
2. Notwithstanding anything to the contrary written in this agreement, the Developer reserve their right to terminate the agreement of contract on account of dissatisfactory speed of work, dissatisfactory quality of the work, behavior etc.
3. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the

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Contract or any part share thereof or any interest therein without the prior written consent of the Owner and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active Superintendence of the work during their progress.

4. Contractor shall not do any extra work, alternation, omissions or variations from the works unless instructed to do so.
5. The drawings are for guidance of the Contractor and the buildings will govern exact locations, distance, and levels. The Contractor shall examine all architectural and structural drawings before starting the work and report to the Owner/Consultant any discrepancy, which in his opinion appear on them and get them clarified. He shall not be entitled to any extras for omissions or defects in drawings or when they conflict with other work.
6. All plans, height of building etc., are subject to change. Proportionate addition/Deletion in areas shall be done with no change in rate. The additional work shall be deemed as part of contract and binding on Contractor.
7. Floor to floor height as per working drawing and is discretion of Owner to change floor, height, without any effect on rate and amount.
8. The Engineer In-Charge/Developer/Consultant shall, during the progress of the works, have power to order in writing from time to time the removal of the work/s as may be specified in the order, of any, which in opinion of the Site In-Charge/Owner/Consultant are not in accordance with the specifications. The removal and proper re-execution of any work executed with workmanship not in accordance with the drawings and specifications or instructions, the Contractor shall forthwith carryout such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Owner shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon, or shall be borne by the Contractor, or may be deducted by the Owner from any money due or that may become due, to the Contractor.
9. If the Contractor fails to complete the works by date stated elsewhere hereto or within any extended time under relevant clause hereof, The Owner reserves the right to use premises and any portions of the Site for the execution of any part of work included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work.
10. The developer further reserves the right to terminate the agreement with the concerned Contractor at any stage without assigning any reason, thereof upon such termination by

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the Developer of this contract, the Developer shall evaluate the quantum of work carried out by the Contractor and then the Contractors account shall be settled

11. accordingly. The amount mentioned in the Billing Schedule shall be the guiding Developer for such settlement and no actual measurements and item rates shall be taken into consideration in such settlement. It may be mentioned here that such settlement amount shall be decided by Principal at their sole discretion and Contractor hereby agrees unconditionally to the same.
12. Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Owner shall have the option of terminating the Contract without incurring any liability for such termination.
13. The Developer will prepare the payment schedule & Contractor shall accept the same as per schedule prepared by the Developer.
14. From the Contractor's Bill amount, TDS will be deducted as per the Income Tax law applicable from time to time.
15. No compensation shall be payable to the Contractor on account of regular / technical delays at site level due to drawings / change in specs etc., up to 25 days' time period after that after that idle charges will be finalized mutually.

J. TERMS OF PAYMENT:

1. The Contractor shall submit running bills After Completion of Every Slab in approved format for works executed as per BOQ items along with the required measurement sheets, joint measurement records, checklists and other details as directed by Engineer In-Charge. The running bills shall be submitted on a closed item basis for assessed quantities of work done. After verification of the running bill and all other required documents submitted by the contractor and approved by Engineer In-Charge, an interim certificate of 100% will be issued for payment with documents attached by Engineer In-Charge as below:
2. **5% (Five Percent)** from each running bill shall be deducted as retention amount. The retention amount will be released 12 months after 100 % virtual completion certificate given by the Architect and entire satisfaction of Architect, Principal, 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 Labour and other related factors.

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3. Retention shall be paid only on 100 % completion of work and subject to the terms and outlines appearing in this agreement. In case of part completion on account of termination or Contractor not completing his work, retention amount shall be forfeited. Retention money shall be withheld if work is not completed in the time, Quality, Rectifications, and Cleaning and has been clearly and specifically understood by the Contractor.
4. Principal has a right to retain the amount if Contractor does not do Cleaning, Quality, etc.
5. Recovery of advance payments if any, retention money and any other dues will be recovered from the contractor under this contract.
6. Detailed Item Rates are given in Annexure.
7. Defects liability period - The period of **12 (Twelve months)** calendar months from the date of issue of works completion certificate shall be as the "defects liability period". In case any defects in the work due to bad materials and/or bad workmanship develop in the works before the expiry of this period, the contractor on notification by the employer shall rectify or remedy the defects at his own cost and shall make his own arrangements to provide materials, labor, equipment and any other appliances required in this regard.

K. FORCE MAJEURE:

1. Notwithstanding anything to the contrary contained in this Agreement, a party hereto shall not be liable to the other party for any loss, injury, delay, damages or other injury suffered or incurred by such other party due to riots, storms, fire, explosions, acts of God such as flood, earthquake, war whether declared or not, Government or police action or any other cause which is beyond the reasonable control of such party.
2. In case of any force majeure incident, suitable time extension will be provided without any monetary compensation.

L. TIME:

Start Date: 25th April 2023

Completion date: 20th October 2024

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M. MODE OF MEASUREMENT & RATES:

1. The Rate mentioned herein has been computed by the Developer and shall not be challenge by the Contractor on basis of any ambiguity in terminology or method of computation. The payment schedule will be prepared by the Developer & contractor shall accept the same as per schedule prepared by the developer.
2. **Annexure** Rates are **Exclusive** of GST as applicable and Inclusive of all other taxes, Insurance, Transportation, Loading, Un-Loading, Profit etc.
3. All plans, height of building etc., are subject to change. Proportionate addition/Deletion in areas shall be done with no change in rate. Floor to floor height as per working drawing and is discretion of Owner to change floor, height, without any effect on rate and amount.
4. No compensation shall be payable to the Contractor on account of regular / technical delays at site level due to drawings / change in specs or any on account of any reason, cause whatsoever beyond control of Developer. No escalation in price on any account will be asked for.
5. Contractor's contract rate shall remain same till the completion of the work as mentioned in the scope of work herein. No extra charges shall be paid towards extra working hours, increase in labour wages, material tools and machinery rates, operator charges etc., even though the work is delayed due to any reasons.
6. Contractor has visited the site and fully aware of the site conditions and considered all factors in the above prices. No escalation on whatsoever account shall be payable.
7. Unless specifically mentioned elsewhere, the work shall be measured for payment as per the provisions of Latest **IS 1200**.

N. MODE OF MEASUREMENT & RATES:

Firm Name: Krishna Buildcon

Firm GST No.: 27AAMFK5833B2ZC

Firm Address: Road No.8, Vishrantwadi-airport road, Adarsh Colony, Tingre Nagar,
Pune-411032.

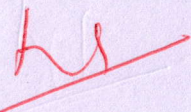
Site Name: Goodwill Metropolis East Phase2.

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शिवपूजन गुप्ता



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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 KRISHNA BUILDCON 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. JAI BHAWANI ENTERPRISES by
the hands of its dully empowered Proprietor and
Authorized Signatory

Shri: **SHIVPUJAN GUPTA**

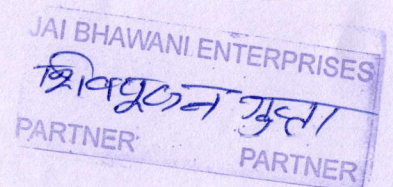
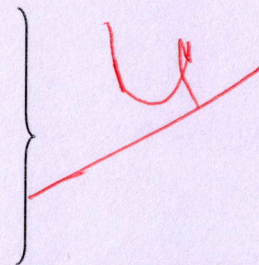
WITNESS:

1. Sign

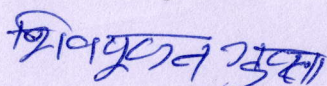
Name:

2. Sign

Name:



Contractor's Signature



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GME PHASE 2 "A BUILDING" - PAYMENT SCHEDULE

S.N.	DESCRIPTION	NET AREA (SQ.FT.)	RATE PER SQ.FT.	AMOUNT	BILLING AMOUNT PER SLAB
A	13 RCC SLAB				
1	Foundation	0.00	161	-	6,10,650.52
2	RCC Slab 1	4312.30	161	6,94,280.05	6,10,650.52
3	RCC Slab 2	4312.30	161	6,94,280.05	6,10,650.52
4	RCC Slab 3	4312.30	161	6,94,280.05	6,10,650.52
5	RCC Slab 4	4312.30	161	6,94,280.05	6,10,650.52
6	RCC Slab 5	4312.30	161	6,94,280.05	6,10,650.52
7	RCC Slab 6	4312.30	161	6,94,280.05	6,10,650.52
8	RCC Slab 7	4312.30	161	6,94,280.05	6,10,650.52
9	RCC Slab 8	4312.30	161	6,94,280.05	6,10,650.52
10	RCC Slab 9	4345.40	161	6,99,609.04	6,10,650.52
11	RCC Slab 10	4312.30	161	6,94,280.05	6,10,650.52
12	RCC Slab 11	4312.30	161	6,94,280.05	6,10,650.52
13	RCC Slab 12	4312.30	161	6,94,280.05	6,10,650.52
14	RCC Slab 13	4312.30	161	6,94,280.05	6,10,650.52
15	OHWT,LM& ST.CAP	799.93	161	1,28,788.19	6,10,650.52
	13 RCC SLAB TOTAL	56,892.91		91,59,758	91,59,758

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