

WO NO: GOODWILL VERVE / MS FABRICATION - ATTACHED TERRACES MS RAILING WORK -03

Date: 27/10/2023

M/s. : NEERAJ FABRICATORS
Address : S.No.18, Sidharth Nagar, Dhanori, Pune- 411015
Kind Attn. : Mr. Aman Gupta
Contact No : 7875558625 / 8830320833
Pan No. : AIEPG9082A

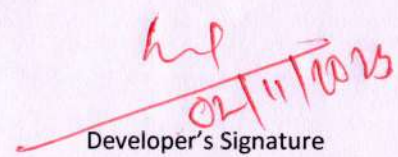
ARTICLE: 1 PREFACE

- 1.1 Work Order for **Attached Terraces MS Railing Work** for Proposed Residential Building of M/s. Choice Lifestyle Developer Site "Goodwill Verve" S.No.35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshavnagar, Pune-411036.
- 1.2 **Mr. AMIT ASHOK AGRAWAL** (hereinafter referred to as "DEVELOPER")
- 1.3 **M/s. NEERAJ FABRICATORS** (hereinafter referred to as "CONTRACTOR") The Contractor will be responsible for execution of the all the work in accordance to this "Work Order", in particular the detailed in annexure.

ARTICLE: 2 SCOPE & PERFORMANCE OF WORK CONTRACTOR

- 2.1 In general, the scope of the Contractor will include the provision of **labour+Material** for the **Attached Terraces MS Railing work** for **Goodwill Verve** as discussed and defined in the architectural drawings provided to the work contractor. Contractor will be responsible for proper fixing and installation of works, including, checking and finishing of the works.
- 2.2 The contractor rates shall include all the arrangement for **Attached Terraces MS Railing work**.
- 2.3 The Contractor will correct and replace any defects occurring within a period of one year from the date of completion or from the date of possession of the unit whichever is later. Any minor modifications and corrective works required by the End user within this period will be done by the Contractor.
- 2.4 Electricity for **Attached Terraces MS Railing work** will be provided by the Developer. In case of construction activities after dark proper permission will be taken from the Developer representative, after displaying proper arrangement for the same. Permission of construction works at night will be totally at the discretion of the Builder and the request for same may be refused.


Contractor's Signature


Developer's Signature

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- 2.5 Labor Camp: Labor camp will be set up by the Contractor, as per the PBAP rules and regulations, i.e. No bamboo and chatai. Electricity and water supply for labor camp will be provided by the Developer, arrangement for the same to be made by the Contractor (Developer will provide one main supply point, further distribution will be done by the Contractor, Contractor to employ one qualified Electrician for safety and proper wiring within the labor camp). No labor will be allowed to live within the premises of the project.
- 2.6 No construction activities will be carried out without responsible contractor representative on site.
- 2.7 Contractor will be responsible for the safekeeping of his own material. The Developer will not be held responsible for any losses in terms of theft of otherwise.
- 2.8 Wastage will be the responsibility of the Contractor. Developer will not be held responsible.
- 2.9 **Completion Period**

Time is the essence of this order and hence the execution schedule should be strictly adhered to. In general, the complete **Attached Terraces MS Railing Work** for the said building will be completed latest by **25/04/2023**. The schedule as attached in the annexure to be strictly followed.

ARTICLE: 3 COMPENSATION FOR CONTRACTOR'S WORK

- 3.1 For all the works described in this order, a fixed and firm compensation at **10,35,375/- In Words Ten Lacs thirty-five thousand three hundred and seventy-five Only**. shall be given to the work contractor. The above Compensation shall include all taxes and duties & ^{includes} ~~excludes~~ GST.
- The Developer, if applicable, will deduct any Tax, at source as per prevailing provisions of the law.

ARTICLE: 4 SAFETY & GENERAL RESPONSIBILITIES

- 4.1 Contractor's personnel deputed for the Work shall comply with all rules & regulations including the safety procedures prevailing at Site/ Office and shall be medically fit to perform the Work.
- 4.2 The Developer shall not be liable to the Contractor for any claim for loss or profits or any other consequential or indirect damages that may be suffered by the Contractor during the execution of the work.
- 4.3 Contractor shall at all time keep the Builder fully indemnified against any consequences arising out of Work Contractor's own or on account of Contractor's default or negligence.

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- 4.4 The contractor shall take all safety measures on site such as safety helmets, safety belts etc. In case of any mishap on site the contractor and only the contractor will be responsible for any consequences arising for such a situation. The contractor will not have any claim for the same.
- 4.5 No child labour will be permitted to work on site. If anyone is found the Developer has the authority to stop the work immediately. During any governmental inspection if the same is identified, the contractor will be completely responsible for the consequences.
- 4.6 Contractor should take all safety precaution, labour insurance & other statutory compliances for their own staff.
- 4.7 **General and Statutory Obligations:**
- All statutory obligations, permits, licenses etc. in respect of the Work shall be done by the Contractor.
 - Insurances for the Contractor's personnel and Equipment as applicable and in accordance with project requirements shall be arranged by the Contractor at his own cost and will submit a photocopy of all licenses and permits to the Builders office before starting work.

ARTICLE: 5 TERMINATION OF WORK ORDER

- 5.1 The Work Order shall be terminated in case of misbehavior, disobedience, dishonesty or negligence on the part of Contractor and/or his personnel or Contractor's failure to execute, complete and deliver the Work within the specified / reasonable time as decided by the Developer. Upon any such termination, the Developer shall pay in accordance with the following:
- All amounts due and not previously paid to Contractor for Work completed in accordance with the Order prior to any notice of termination, and for Work completed thereafter as specified in the notice, after deducting an amount as may be considered suitable to adjust for loss of work caused due to the Termination.
 - The Developer has all rights, to recover from the Contractor, any loss that is incurred or foreseen due to the Contractor's default. The Developer shall not be held responsible for any damage, either direct and / or indirect, to the Work Contractor consequent on his exercising his right to early terminate or suspend the Order.

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ARTICLE: 6 DISPUTE RESOLUTION CLAUSE

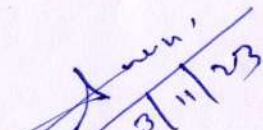
That in the event of any dispute or difference between the Party of First Part and the Party of Second Part arising out of this agreement or as to the interpretation of any terms of this Agreement, on account of any claim by or against the other or in respect of the said construction work, the same shall 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.

ARTICLE: 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.

ARTICLE: 8 MODE OF MEAUREMENTS & RATES

- 8.1 The Rate mentioned herein has been computed by the Developer and shall not be challenge by the Contractor basis of any ambiguity in terminology or method of computation.
- 8.2 The payment schedule will be prepared by the Developer & contractor shall accept the same as per schedule prepared by the Developer.
- 8.3 **Annexure** Rates are **Inclusive of GST** as applicable and Inclusive of all other taxes, Insurance, Transportation of men material, machineries and equipment's, contractor's material loading, un-Loading, Profit etc.
- 8.4 From the Contractor's Bill amount, TDS will be deducted as per the Income Tax law applicable from time to time.
- 8.5 **5% (Five Percent)** from each running bill shall be deducted as retention amount. Retention of 5% of the total cost will be done and returned after a period of 18 month from the date of completion/ possession whichever is later.


Contractor's Signature

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

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ARTICLE: 9 BILLING DETAILS

Firm Name: Choice Lifestyle

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

Site Name: Goodwill Verve "A Building"

ANNEXURE

Sr.No.	Description	Unit	Approx. Quantity	Rate	Amount
1.	Labour + Material Charges for Attached Terraces MS Railing Work with approved design & specification by Developer.	Sq.ft	6275.00	165.00	1035375.00
	<i>As per actual work done</i>				
	<u>Note: Billing will be done as per actual quantities.</u>				
Total Amount					10,35,375.00

CONTRACTOR'S SIGNATURE

M/s. NEERAJ FABRICATORS

APPROVED BY

24/11/2023

**MR. AMIT ASHOK AGRAWAL
(CHOICE LIFESTYLE)**

31/11/23
Contractor's Signature

Developer's Signature