


WO NO: GOODWILL VERVE / WOODEN DOOR WORK -01

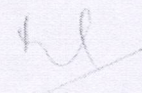
AGREEMENT

FOR SUPPLYING & INSTALLATION OF WOODENDOORS WORK AT
CHOICE LIFESTYLE- GOODWILL VERVE "A BUILDING"

THIS AGREEMENT IS MADE AND EXECUTED AT PUNE
ON THIS 1ST NOVEMBER 2023.



Contractor's signature



Developer'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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AGREEMENT BETWEEN

THE PARTY OF FIRST PART


M/s. CHOICE LIFESTYLE THROUGH its one of the partner **MR. AMIT ASHOK AGRAWAL**
Occupation: Business, residing at - Pune, hereinafter referred to as **"THE 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 SECOND PART

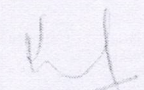
To,
NAMOH DOOR INDUSTRIES
Mr. Bharat Khivsara
Address: S.no.169/3B, Near New Sakal Press, Opp. Wadki,
Timber Market Gate No. 2, Behind, Laxman Weigh Bridge
Pune Saswad Road, Uruli Devachi, Pune - 412308
Mobile No.: 9890097909 / 9822013433
PAN No.: AAMFN5744J
GST No.: 27AAMFN5744J1ZR
Email ID: namohdoors@gmail.com

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 intend to start the **Wooden Door Work** for the site situated at **GOODWILL VERVE A-BUILDING", S.No.35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshavnagar, Mundhwa, Pune-411036**



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


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


and **WHERE AS** it has been agreed by the Developer and contractor that the contractor will do work on **GOODWILL VERVE A-BUILDING", S.No.35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshavnagar, Mundhwa, Pune-411036**, on the following terms and conditions.

And **WHERE AS** both the parties have decided to reduce their terms into writing, which are as under:

A. GENERAL CONDITIONS OF CONTRACT

1. Contractor shall execute the work in strict consultation with the principals' and in condition with other agencies appointed by the principal.
2. Contractor shall have to appoint and authorize a supervisor/senior site in-charge/senior project manager along with its Project team, who shall be available always at site till the completion of the contract. The Contractor shall be responsible for supervising the works by employing competent and experienced engineers and support teams to inspect the work and check the quality of work in accordance with the drawings, specifications and instructions.
3. Contractor shall have to make his own arrangements for all approaches to the site required for transporting his men, material and machine to site. No claim shall be entertained on account of making approaches.


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4. 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 responsible 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 charge (including costs and charges towards legal proceedings) which the principal may incur in reference thereto, shall be charged to the contractor.
5. 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. Water & Electricity required for waterproofing activities and other uses will be arranged by Principal at one point. It shall be the responsibility of the contractor to- make further arrangements for tapping & distributions at his own cost.
7. Contractor will be responsible for his improper work. If case of rework done because of improper quality, material and labour cost required for rework is in the scope of contractor.
8. Contractor must see the site of surrounding locality, local traffic rules, approaches etc., No claim shall be entertained on account of any site conditions.
9. If contractor's company is JV/PARTNERSHIP/ALIANCE signature of one partner will be binding to all other partners.
10. Contractor will be responsible for Third party inspection appointed by Principal and Non-Conformity (NC) shall be cleared by Contractor before submission of next RA Bill if not cleared within given time the Developer shall employ an additional Contractor/ Labour and recover the cost from Contractors subsequent payment.

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11. Contractor's authorized person or Contractor shall be present on site for weekly review meeting other than site team or as per Site in-charge instruction.

B. SCOPE OF WORK

1. **Labour + Material Wooden Door Work** at **GOODWILL VERVE "A BUILDING"** as per the drawings & specifications provided by the Developer, including shifting of material within the site including clearing the surface by removing all obstacles such as nails, wires etc. Contractor should execute the work as per the instruction of Engineer-In-Charge.
2. Stage wise checking to be done by Engineer-In- Charge.
3. 5 years warranty against any manufacturing & installation defects. Replacement only in case repair is not possible
4. Contractor should take all safety precaution, labour insurance & other statutory compliances for their own staff.
5. Contractor's Scope of Work include installation of add on hardware like locks (Mortise, Cylinder and slot making for digital locks) door stopper, tower bolt etc. as per specification from the developer as per earlier terms.
6. Skilled labor must be deployed for working.

C. SAFETY AND GENRAL RESPONSIBILITIES

- 1.1 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.
- 1.2 The Owner 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.

Contractor's signature

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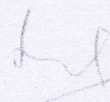
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- 1.3 Contractor shall at all-time keep the Builder fully indemnified against any consequences arising out of Work Contractor's own or on account of Contractor's default or negligence.
- 1.4 The contractor shall take all safety measures on site such as safety helmets, safety belts etc. In case of any mishap on site the contractor and only the contractor will be
- 1.5 responsible for any consequences arising for such a situation. The contractor will not have any claim for the same.
- 1.6 No child labour will be permitted to work on site. If anyone is found the Owner 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.
- 1.7 **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.

D. TERMS OF PAYMENT


1. The Contractor shall submit running bills after completion of Fire Fighting Sprinkler system work 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:


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2. **5% (Five Percent)** from each installation running bill shall be deducted as retention amount. The retention amount will be released 1 year 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 principal 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.
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. Developer has a right to retain the amount if Contractor does not do Cleaning, Quality, etc.
5. All the works executed under the instructions, acceptance and certified by the Engineer in charge, based on the rates, terms and conditions of the contract.
6. Recovery of advance payments if any, retention money and any other dues will be recovered from the contractor under this contract.
7. Supporting documents, measurement sheets and any other documents as may be required for certification of the bills. The balance 5% payment of the interim bills will be retained as "Retention Amount".
8. 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 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.



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E. 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.
2. The payment schedule will be prepared by the Developer & contractor shall accept the same as per schedule prepared by the Developer.
3. **Annexure** Rates are **Exclusive 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.
4. From the Contractor's Bill amount, TDS will be deducted as per the Income Tax law applicable from time to time


F. BILLING DETAILS:

Firm Name: Choice Lifestyle

Firm GST No.: 27AAOFC1825B1ZR

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

Site Name: Goodwill Verve "A Building"



Contractor's signature

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ANNEXURE

Sr. No.	Description	Unit	Approx. Quantity	Rate	Total Amount (L+M)
	WOODEN DOOR WORK (LABOUR + MATERIAL)				
1.	Supply of Door Frames-				
1.1	<u>Main Door Frames (Postform)</u> 43mm Thick Plywood Frame in Combination of 25mm+18mm BWR (alternate) grade plywood with laminate on backside and selected laminated on frontside cover molding on one side of frame in 18mm ply with laminate. Door Gaskets on 3 sides of frame. (Size: 1040mm x 2140mm x 125mm) Hardware: PVC Fasteners 10x120, Drywall screw, Fevicol, etc.	Nos	128.00	3700.00	4,73,600.00
1.2	<u>Bedroom Door Frames (Postform)</u> 43mm Thick Plywood Frame in Combination of 25mm+18mm BWR (alternate) grade plywood with laminate on backside and selected laminated on frontside cover molding on one side of frame in 18mm ply with laminate. Door Gaskets on 3 sides of frame. (Size: 900mm x 2140mm x 125mm) Hardware: PVC Fasteners 10x120, Drywall screw, Fevicol, etc	Nos	334.00	3700.00	12,35,800.00
2.	Supply of Door Shutters-				
2.1	<u>Main Door Shutters (Postform)</u> 40mm Thick Pinewood Frame and particle wood filler, Double core, MUF grade and selected laminate on both side of door. Edge band / Laminate on top & bottom edges of door.	Nos	128.00	5460.00	6,98,880.00

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	(Size: 1000mm x 2170mm x 40mm) Hardware: Door Gasket, Flush SS Hinges 4"- 4 Pieces with SS Screw.				
2.2	Bedroom Door Shutters (Postform) 35mm Thick Pinewood Frame and particle wood filler, Double core, MUF grade and selected laminate on both side of door. Edge band / Laminate on top & bottom edges of door. (Size: 850mm x 2170mm x 35mm) Hardware: Door Gasket, Flush SS Hinges 4"- 4 Pieces with SS Screw.	Nos	334.00	5260.00	17,56,840.00
2.3	Dry Balcony & Toilet Door Shutters (Postform) 35mm Thick Pinewood Frame and particle wood filler, Double core, MUF grade and selected laminate on both side of door. Edge band / Laminate on top & bottom edges of door. (Size: 700mm x 2180mm x 35mm) Hardware: SS Flush Hinges 4" -3 Pieces with SS Screw.	Nos	384.00	5150.00	19,77,600.00
3.	Labour Charges for Installation Frames & Shutters.				
3.1	Main Doors	Nos	128.00	1000.00	1,28,000.00
3.2	Bedroom Doors	Nos	334.00	1000.00	3,34,000.00
3.3	Toilets & Dry Balcony Doors	Nos	384.00	525.00	2,01,600.00
TOTAL AMOUNT					68,06,320.00

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Both the parties understood true and correct meaning of this agreement and contents of the agreement area explained to the contractor in Marathi/Hindi and they have understood the true and correct meaning of the agreement and signed this agreement,

In witness whereof parties have set their hands on the day date and year hereinabove mentioned.

Encl: Annexure

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 NAMOH DOOR INDUSTRIES by the
hands of its dully empowered Proprietor and
Authorized Signatory

1. Sign

Name:

2. Sign

Name:

Contractor's signature

Developer's Signature

