**AGREEMENT/CONTRACT**

**THIS AGREEMENT / CONTRACT** is made and executed at Pune on this 08th June 2019

**BETWEEN**

**M/S.**

**RAVIMA VENTURES,**

**NEWTON HOMES**

**S.NO.166, D.B.TUPE ROAD,**

**MALWADI,HADAPSAR**

**PUNE 411028.**

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

**…….. OF THE FIRST PART**

**AND**

**M/S.**

NABH ASSOCIATES,

BLDG. NO.04, FLAT NO.9,

NEETA PARK, YERWADA,

PUNE 411006

a labour Contractor Firm , having its office at : - OFFICE NO.123, UNDRI CITY CENTER, OPPO. BISHOPS SCHOOLS, UNDRI PUNE- 411028.

Acting through its owner **Mr. Nikhil Solanki**

Hereinafter referred to as “**LABOUR CONTRACTOR”.**(Which expression shall unless repugnant to context or meaning thereof shall mean and include the said firm, its members, survivors, heirs, executors and Assigns)

**PAN NO. AAHFN4760F**

**GST NO. 27AAHFN4760F1Z7**

 **……… OF THE SECOND PART.**

# PROJECT DETAILS & MAJOR CONDITIONS OF CONTRACTS

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|  (1) DEVELOPERS/ PROMOTERS | RAVIMA VENTURES |
|  (2) CONTRACTOR  | NABH ASSOCIATES |
|  (3) SCHEME / PROJECT  | NEWTON HOMES,  |
|  (4) LOCATION / ADDRESS  | S.NO. 166, D.B.TUPE ROAD, MALWADIHADAPSAR, PUNE. |
|  (5) BUILDING  | R ‘B’ BUILDING |
|  ((6) CONSTRUCTION STRUCTURE  | 3 BASEMENT + 2 FLOORS COMMERCIAL (With Shops Mazzanine)+ 10 FLOORS RESIDENTIAL. |
|  (7) APPROXIMATE BUILT UP AREA IN Sq.fts.  |  7 68,950 SQ.FTS.3  |
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|  A) RATE SLAB B/U B) RATE FOR RAFT  C) RATE FOR RETAINING WALL  D) water tank  | Rs. 168.00/SQ.FTS.Rs. 75.00/ SQ.FTS.Rs. 110.00/SQ.FTS. |
| (9) APPROXIMATE AMOUNT  FOR PRESENT CONTRACT  | Rs.11583600.00 |
| (10) TIME PERIOD FOR PRESENT  CONTRACT  | 400Days (INCLUDING ALL HOLIDAYS) |
|  (11) DATE OF COMMENCEMENT  | 08/06/2019 |
| (13) DATE OF COMPLETION  | 05/08/2020 |
| (14) RETENTION  | 5% ON EACH RA BILLS |
| (15) RATE INCLUDES | ALL MATERIAL OF SYSTEM FORM WORKBINDING WIRE, CURRING, HACKING,TRANSPORTATION ETC. COMPLETE. |
| (16) There will not be any extra payment for minor rework |
|  (17) Area will be taken out to out for dimension of all RCC slabs only. Deduction of all ducts Will be considering for area calculations.  |

**GENERAL CONDITIONS**

1. New plywood and planks shall be used at the 1st slab fully along with approved shuttering plywood. Total system form work in cup locks MS tubes, acrow jacks, H frames, Steel framework for round column, etc. complete. No shuttering plates, wooden bamboo, mundas are allowed for any work.
2. Full bag mixer Weigh Batcher shall be used for casting of slabs, water tanks, L.M.R. and for column. No half bag mixer will be allowed. At every concreting Weight- Batcher Calibration shall be tested.
3. The contractor shall be responsible for the steel supplied to him, once its received on site, after that contractor shall cause to them it means that bars shall be cut out Properly, bent them, hooked and placed in position as per the Drawings and designs provided by the Developers/ Promoters along with proper bar bending schedule.& cutting length will get it checked by company engineer every time.
4. The contractor shall at his own cost clear the space of mixer or lift.
5. The contractor shall return all the empty bags of cement to the store keepers before demanding more cement for any further work else debit @ Rs 2 / Per bag shall be deducted from R.A bills.
6. For any reason whatsoever if the contractor leaves the work in half waited condition, in that event Developers / Promoters shall right to forfeit 5% retention amount & balance amount.
7. No labour shall be employed under the age of 18 years.
8. Minimum 6 Vibrators shall be required for concreting with workable needles. For footing, column and slab 25/40/60mm.
9. Concreting slump cone shall be present near mixer and at the place of concreting to check workability of concrete.
10. Every mixer should have to measure correct volume of water.
11. Contractor shall be liable to construct Hutment facilities for the labours at his own cost.
12. Whenever required by the Developers / Promoters the contractor should supply labours at reasonable rates.
13. Contractor must be present for weekly progress Report and bar bending schedule report any other meetings as & when required.
14. Contractor is well aware about building elevation, construction of elevation has been done as per latest drawing, and hence no extra amount shall be paid by contractor. If any changes will have to make in architectural drawings, elevations and any other part of project. Contractor already informed about the cost of elevation, thenceforth Developers / Promoters will not bare the cost for same. Rates inclusive of all building elevation part.
15. The contractor shall not be blame on the Developers/ Promoters in case of any accident took place at site or any injury caused to the labour, while working on the site. It that event Contractor himself is responsible to take all such precaution or make good in his individual capacity.
16. Contractor shall paint dates on each & every concrete member showing the date of casting.
17. Contractor has to appoint the person/s for curing to all RCC Structure as per instruction of the Developers / Promoters and Engineer In-charge for every RCC work. De-shuttering will be allowed only after approval of the Developers/ Promoters / Engineer In – charge.
18. Its duty binding on the contractor that, all the conduits, pipes / electrical instrument /plumbing material shall be remain in original position throughout construction period particularly during concreting.
19. Materials will be supplied by the Developers / Promoters, take a note that, any unused quantity will not be get return. Wastage / Consumption shall not be beyond the specified / agreed limit. The Developers/ Promoter entitled to recover the excess cost from contractor at 1.25 times as per market rate or purchase rate whichever is higher.
20. The Contractor shall construct the building as per the drawings and detailed determined. Contractor shall not commence any further work prior getting inspection and written approval from the Engineer in-charge and or Architect.
21. All works shall be carried out as per the industry norms and as per the relevant latest I.S. Codes and specifications, any deviation from the I.S. requirements or standard industries practice or mentioned in the specifications herewith, The Developers/ Promoters has right to demolish, delete, remove the deviation and the Contractor will be responsible to make good that deviation at their own cost.
22. Concreting shall be done only by weigh batch mixer, half bag mixer will not be accepted, in addition to the quality of concrete shall be approved by the Client and all new wooden shuttering & steel props shall be used at the site. The slab, Beams, columns, chajja work shall be carried out by using Plastic coated shuttering plywood.
23. All alteration / extra work shall be carried out with the prior permission of the Developers / Promoters in writing. If any alteration work carried out without the prior permission of the Developers / Promoters in that event contractor has no right to claims for such work. Moreover such work will not be entertained by Developers/ Promoters and the cost of such extra work will be procured as per purchase price of material, as a Penalty.
24. Strict Quality Controlled concrete shall be used for the buildings. Regular concrete quality inspection record shall be maintain by the contractor and same should be submitted to the Engineer in charge& obtain approval for the same. Concrete pour card should be filled regularly.
25. To prepare & approve detailed bar bending schedule for the requirement of steel reinforcement.
26. Contractors shall keep the site clean, neat and in a hygienic condition and for this purpose, the contractor has to appoint separate team to serve the service on his own cost. Contractor shall not hold Developers/ Promoters liable in this regard. However, Contractor fail to keep the site clean and in a hygienic condition in that event Developers/ Promoters have right to appoint outer agency & cost for the same will be recovered from the Contractor’s bill.
27. The quality of the work shall be maintained at highest standards and shall be check out regularly by the consultants and the Engineer In charge. If the quality of work is found defective, work will not be maintained as per scheduled in that event Developers/ Promoters as per their discretion either engage another agency or rectify the defect from the Contractor herein at free of cost or deduct from R.A. bill. In that respect the Contractor herein shall not be entitled to raise any objection against the Developers/ Promoters. If the Contractor continuously fails to improve his quality, then Developers/ Promoters shall be entitled at their own option to terminate this Contract prior to giving 15 days written notice of his intention to terminate the Contract and default shall have been made by the Contractor in remedying within 15 days time after giving of such notice.
28. Land for Labour Camp, office, stores etc. will be provided at site free of cost as and when it is available at site. Shifting of Labor Hutments shall be done by contractor with his own cost. Contractor shall be responsible for their labor management and all the instrument installed at site, upon completion of such contracted work, Contractor shall remove/ expunge labor camp& Installed instrument at their own cost. Its duty of Contractor to maintain cleanliness and hygienic condition at labour camp and at whole site.

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1. **Retention amount:-.**

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

1. **Completion period**.

 The entire project shall be completed as per agreed schedule, it’s includes monsoons, holidays, etc. from the date of commencement of the work. If there are any delays occurred from the Developers / Promoters side then further extension will be grant to the Contractor. The time extension shall be keep without price escalation. There shall not be any increase in the Contract Rate. If delay is occurred from the contractor’s side, penalty will be imposed at Rs. 10000 / per week. ( No idle charges if project get delayed due to any issue from company )

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

 A) Contractor shall maintain all safety norms for construction activity required
for the multi storied building. The contractor shall be responsible for the insurance of all the employs working at site, if any accident or theft occurs at the
site in that case contractor shall be responsible solely.

B) Contractor has to comply with all statutory and legal requirements such as
Workman’s compensation Act, Labour laws, Provident Fund, Contract labour
(Regulation and abolition) Act 1970 and Maharashtra Contract labour
(Regulation& abolition) Rules 1970 etc., as may be applicable. Contractor shall
keep the Developers / Promoters indemnified from all the liabilities and
proceedings arising from such statutory and /or legal requirements. However, if
any liability arises there from, same shall be impos on the Contractor shoulder
and losses shall be deducted from R.A. Bill.

C)    Contractor should have submit all the Insurance Policies within 30 days from
commencement of the work.

D) Its assurance of Contractor to take all precautionary measures in respect of working
 staff, labours, visitors by providing safety materials, like helmets, belts, using safety
 nets etc. Its responsibility of the Contractor to take care of them.

1. Developers/ Promoters hereby reiterate that, contractor shall be responsible to all the administration / concerned labour laws, safety measures to restrain accidents at site. Developers/ Promoters hereby indemnified from contractor and contractor shall not be entitled to blame on them for any impugn incident. However, if any caused, cost occurred to Developers/ Promoters, it will be debited from contractor current R.A Bills.
2. Wastage is allowed by Developers/ Promoters in respect of Cements shall be 2%, Steel shall be 2% including rolling margins. For other construction material like crush, Sand, Metal, River Sand wastage shall be allowed 3 %. over and above it will be debited to contractor and monthly clarification is required from contractor on the same
3. Contractor has to submit 1st bill along with insurance of labours & other necessary documents required by Developers/ Promoters herein.

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

1. **Scope of Work** –

**a)** The Contractor shall keep the entire R.C.C. structure including murrum dressing for PCC, Footings, Plinth beam, Raft, Retaining wall, Staircases, staircase slabs, shear wall, Beams, Slabs , Lintels Chajjas, Cornices, casting, adequate strength &construct architectural elevations, overhead water tank as per Drawing & Design of the Architect, &RCC consultant.

**b)** All aforementioned works shall be done as per complete backfilling in plinth either manually or with machinery, compaction at required level, rubble soling, floor PCC , dewatered concrete if required & other RCC element of building at plinth level as per drawings

**c)** Hacking to all members with as directed on site minimum 20 to 25 No /sq.fts.

**d)**Curing for all RCC structure and test cubes shall be maintained for minimum 21 days after casting with cover columns and its arranged by contractor himself under their supervision.

**d)** Over slabs, bunds in cement mortar to be constructed for pounding.

**e)** To make sure cover blocks shall be required for RCC work. And responsibility

of preparing cover blocks.

**2. Total Area** – The contractor as per this contract agreed to carry out R.C.C. work

for an approximate built up Area admeasuring 68950 Sq ft. But take a note that, the area will be modifying in future as per the requirement of corporations and other local authorities. In that case, the contractor shall be binding to give cause as per modified measurement Actual area will be calculated as per RCC / architectural drawings and finaliesd.

1. **Rate Contract price** – For carrying out the R.C.C. work, the parties herein mutually decided the rate for such R.C.C work and Parties here to agreed for the same. Rate Particulars :-
2. Rs.168/-(Rs. One hundred sixty eight only)per Sq ft. out of slab area if the project completed within 400 days inclusive of all holidays.
3. The measurement shall be as per sq. ft. area of slabs. It includes deduction of all ducts. Contractor is not entitled to claim any amount greater than the rate agreed between the Developers & Contractors.
4. The parade / RCC retaining wall will be paid at Rs. 110.00/ Per Sq.fts.& the
 measurement shall be drawn on vertical wall, the rate is exclusive of bottom
raft. The area for paradi shall be calculate above footings / raft. from bottom of raft to beam bottom of slab. Hence there is no measurement shall be considered for toe wall / Footing / raft, columns in between of retaining wall.
5. In case of RMC supplied by Developers, in that event deduction shall be kept at Rs. 150/M. Cub. shall be debited from contractors R.A Bills.
6. There shall not be any payment for raft / footing coming to retaining wall in building area or footprint or at the face of buildings all the raft is above footing only column will be deducted from raft.
7. **Mode of Measurement** –
	* + Only RCC slab shall be measure out to out with deduction of all cutout & ducts, shaft , chajjas / projection, raft floor & area of ramp.
		+ 30% extra measurement for RCC slab area of shops floor / 4th slab. (30% extra due to height difference).
		+ All structural work related with building like at top, Ramp for parking ,driveway will not be measured in built up area of building & no extra cost for this. The rates decided are inclusive of this work scope.
		+ Deduction for all ducts of any sizes should be considered for deductions already comes into slab area.
		+ Binding wire required for form work & consumable for steel & shuttering binding will be provided by contractor at his own cost.
		+ The extra wastage of construction material beyond the allowable shall be deducted from RA Bills.
		+ The area mentioned in the agreement is approximate and for reference only, all the bills & payment will be done as per the actual construction area on site.

The current building is (12 floor) storied & if in future the it shall up to 15 floor /storied from NGL. OHWT & LMR only bottom slab to be measured & lift shaft & staircase shall not be deducted from any slab area of building.

* 1. Rates Includes - All RCC work it includes columns, Beams, slabs, round column, lofts, staircase, chajja. The rate include provision of all skilled / unskilled labour**,** construction equipment, Tools, plants, Machinery of all types, mixes, strict use of weight batcher for concreting with fly ash , operators, diesel /oil / petrol for machinery &. Shuttering oil, nails, shall be avail as per contractors responsibility. Plasticizers shall be provided by the company.
1. **Escalation / Idling charges** – The rates quoted by the Contractor for this project shall be final and no changes shall be made for the same for the entire duration till its completion. Note that, no price escalation & idling charges shall be allowed or given to the Contractor by the Developers / Promoters till the completion of said work.
2. **Possession** –
	1. The contractor shall clear all plants & temporary sheds, sanitary convenience, site office etc. & handover vacant possession of the site to the Developers / Promoters after completion of said Contract.
	2. The contractor shall remove & clear all existing rubbish & waste material including all the portion used for storing & mixing materials & leave the site clean to the satisfaction of the project Manager on or before the prescribed completion date as per this agreement.
	3. The work shall not be considered as complete & ready for giving possession until Developers / Promoters / Engineer In charge has inspected the premises & certified in writing that, it has been completed as per their satisfaction.

1. **Electricity /Water supply** – adequate Electricity & water supply will be provided free of cost at the site by the Developers / Promoters. But any misused is found, its responsibility of the Contractor to pays for the same as per demand of concerned authority.
2. **Storage space** – Space for storing labour helmets, Steel yards & cement will be provided at the site on temporary basis till the completion of the work & the contractor or any of his labour or sub contractors shall not claim any right on the same.
3. **Contractor appointed for specific work** – This agreement shall be extend only for subject Purpose i.e. building mentioned in the “ project Details” Whereas the Developers / Promoters reserves their right to employ any other contractor for construction of part or full work mentioned in project details at any stage of work. The contractor shall not be entitled to raise any claim towards any losses incurred by it due to incorporation of any other Agency.
4. **Labour Employment & workmanship –**
	1. Work shall be carried out by skilled labours only; workmanship shall be kept high standard.
	2. All instruction of the Developers/ Promoters, Engineer in charge shall be abide by the contractor & in case of any error in workmanship or in quality is found, in that event, the decision of the engineer in charge shall be final. And Contractor shall be follow the same.
	3. Contractor shall carry out the work in close co-operation with the engineer in charge appointed by the Developers / Promoters & any other Agency working at the site.
	4. The contractor shall take care of that, damages shall not be caused to other works in the course of carrying of construction on site.
	5. The contractor shall be liable to other waste material at appropriate place decided by the engineer in charge on daily bases & keeps the site tidy. The cost of such cleaning shall be borne by the contactor himself. The material wastage beyond the permissible limit shall be recovered from the contractor’s bill.
	6. A tolerance of 2 to 3mm will be allowed in vertical & horizontal RCC structure; however, Contractor shall cause the work considering 0 tolerances. A special precaution shall be given in case of lift shaft &peripheral columns.
5. **Drawing & Design** – The Contractor is aware about architectural features & undertakes to carry out & complete the work as per the drawings & instructions of the architect / Developers / Promoters direction& to the best of their satisfaction.
6. **Insurance** - It is contractor’s responsibility to draw out the insurance of labor staff engaged on site in joint names i.e. Contractor & Developers / Promoters names at Contractor cost as required under workman’s compensation Act, and to be renewed till final completion of the works. If the contractor fails to draw out such insurance within 7 days from the Commencement of work, then Developers / Promoters will be at their desire to draw out such policy but at contractor risk, cost & consequences for the same shall be deemed to be obligatory on the contractor alone. If any ESIC payments are required to be paid Contractor shall reimbursed the same at actual.
7. **Site Safety** – contractor shall provide all PPE’s like helmets, safety belts & safety all labours & contractor alone held liable in case of lack or absence of any safety precaution at the site, strict safety compliance shall be done by contractor & any PPE’s purchased by Developers / Promoters, it will be debited from contractors R.A Bills. also the contractor will installed safety net every after 3 rd slab and whatever material is required company will procure for the same not for the labour charges
8. **Labour Hutment –** The contractor to provide labours with huts for staying at the site on temporary basis at his own expenses & shall also be responsible to clear all damages or losses caused to the Developers because of any act of
9. labour causing breach of safety rules & endangering the site & lives of the person.
10. **Superintendent –**Developers/Promoters have right to appoint superintendent as project management consultant for the site & the contractor / representative shall be obtain oral & written instruction from them. Appointed Consultant shall have right to verify contractor’s performance, work progress, workmanship & issues the valuation certificate. Non-obedience of the consultant’s instructions in regards to quality &progress of work or any misconduct /non **–** corporation with the Representative of the consultants shall lead to termination of the contract.

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

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

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

1. **Sub - Contractor or Subletting –**
	1. The contractor shall not sublet any part of the site. The contractor shall not appoint any Sub– Contractor without obtaining prior written approval from the Developers / Promoters. Even though approval is obtained, but if any losses or damages caused or low quality of material is used by the Sub - Contractor in that event Principal contractor shall be responsible for the same.
	2. The contractor shall specifically submit the list of all the subcontractors along with the names to the Engineer In charge appointed by the Developers.
	3. The contractor shall be responsible for the payments of the sub-contractors & its labours. In case the contractor fails to pay to the subcontractors & his labours the Promoter shall not be liable to pay the same.
2. **Contractors Representatives** – Contractor shall appoint one full time Engineer which has minimum 7 yrs. Experience in construction of high-rise building & one supervisor. Contractor shall submit a letter of authority in the name of his representative along with scope of his work to receive instruction from Engineer In charge appointed by the Promoters.
3. **Defects Liability** –
	* 1. Defects liability for contractors work shall be 12 months from physical handing over of the site to the Promoter or from the date of completion certificate whichever is later. Contractor shall rectify all the defects observed & notified by the Engineer In charge during the prescribed period of defect liability
		2. Failing to carry out such identified defects, in that event the Developers / Promoters shall be entitled to appoint outer agency to carry out the rectification & the expenses incurred for the same shall be recovered from the retention amt of the contractor.
4. **Contractor to abide By Law** – Contractor shall follow all the rules & regulations under the Negotiable Instrument Act Workman Compensation Act, Industrial Safety Act, Minimum Wages Act, Labour Act, & all the rules including regulations in force from time to time.
5. **Contractor to submit Data / Documents** –

The contractor shall have to submit all Data & Registration Certificate like CAR policy, safety undertaking, labours insurance, when required by Engineer In charge / Developers / Promoters as & when demanded.

1. **Accident** - The Developers/ Promoters or his representative shall not be held liable for any accident occurred at site. The Developers/ Promoters shall not be liable for any accidents during the execution of work. The Developers/ Promoters shall not liable for accidents to the outside labour. Take a note that, if any accident took place at site, in that case the contractor shall be solely responsible and arrange for their medical attendance at his own cost and pay all compensation arising thereby. Moreover the contractor shall be solely responsible for all materials on site until final completion. In case Developers / Promoters pays anything for any cause, it shall be debited from RA bills / contractors account.
2. **Site Inspection & Access** – Contractor shall keep the site open for inspection. Developers/ Promoters & their representative & other officials & consultants shall entitle to inspect the site at any time. Contractor shall keep all the area of the site easily accessible & provide inspection of the same as when required.
3. **Suspension of work** – The Developers/ Promoters shall have the liberty to suspend some portion or whole of the work as it deems fit & in such case the contractor shall have no right to raise any objections or claims for holding labour, machinery & financial losses. During suspension of work contractor must take written permission from the Developers/ Promoters / engineer in charge for mobilization of labour & machinery.
4. **Mobilization & Demobilization -** The contractor shall mobilize the work by skilled labours, helpers, tools, tackles, machineries, scaffoldings etc. required for his work on the site as per instruction obtain from the Developers/ Promoters / Engineer in charge. Contractor shall submit monthly stock statement of shuttering materials, props, scaffolding etc. to the Developers/ Promoters /Representative for verification. The contractor shall not demobilize his manpower & machinery without written permission from the Developers/ Promoters / Engineer in charge. Contractor shall submit schedule for machinery, maintenance certificate in standard form to Developers/ Promoters /Engineer in charge for verification.
5. **Bills& Payments –**
	1. All labour bills shall be issued in the name of Ravima Ventures, after completion of every RCC slab with approval of checklist from Engineer in Charge.

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

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

**30.Delays :-**

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

(a) In sufficiency in transportation beyond the Control of Developers /
 Promoters.

(b) Force Majeure

(c) Act of God

(d) Act of the Government

e) Any other reasonable cause beyond the control of the Developers /
 Promoters.

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

**31. Payment Schedule -**

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| **SCHEDULE OF PAYMENT " B" Building** |
| **AFTER COMPLETION OF WORK STAGES AS FOLLOWS** |
| **S.NO.** | **WORK STAGES** | **TOTAL AMOUNT** | **STAGE %** | **RA BILL AMOUNT** |
| 1 | AFTER COMPLETION OF PLINTH WORK | 11583600.00 | 8% | 926688.00 |
| 2 | AFTER COMPETION OF FIRST SLAB | 11583600.00 | 5% | 579180.00 |
| 3 | AFTER COMPETION OF SECOND SLAB | 11583600.00 | 5% | 579180.00 |
| 4 | AFTER COMPETION OF THIRD SLAB | 11583600.00 | 5% | 579180.00 |
| 5 | AFTER COMPETION OF FOURTH SLAB | 11583600.00 | 5% | 579180.00 |
| 6 | AFTER COMPETION OF FIFTH SLAB | 11583600.00 | 5% | 579180.00 |
| 7 | AFTER COMPETION OF SIXTH SLAB | 11583600.00 | 5% | 579180.00 |
| 8 | AFTER COMPETION OF SEVENTH SLAB | 11583600.00 | 5% | 579180.00 |
| 9 | AFTER COMPETION OF EIGTH SLAB | 11583600.00 | 5% | 579180.00 |
| 10 | AFTER COMPETION OF NINETH SLAB | 11583600.00 | 5% | 579180.00 |
| 11 | AFTER COMPETION OF TENTH SLAB | 11583600.00 | 5% | 579180.00 |
| 12 | AFTER COMPETION OF ELEVENTH SLAB | 11583600.00 | 5% | 579180.00 |
| 13 | AFTER COMPETION OF TWELVETH SLAB | 11583600.00 | 5% | 579180.00 |
| 14 | AFTER COMPETION OF THIRTEENTH SLAB | 11583600.00 | 5% | 579180.00 |
| 15 | AFTER COMPETION OF FOURNTENTH SLAB | 11583600.00 | 5% | 579180.00 |
| 16 | AFTER COMPETION OF TERRACE SLAB | 11583600.00 | 5% | 579180.00 |
| 17 | AFTER COMPLETION OF OHWT/LMR | 11583600.00 | 8% | 926688.00 |
| 18 | AFTER COMPLETION OF MISCELLENEOUS | 11583600.00 | 7% | 810852.00 |
| 19 | HANDING OVER | 11583600.00 | 2% | 231672.00 |

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**Note :-** bill shall be released after the complete satisfaction of Developers/ Promoters in terms of checklist & housekeeping ,and if the same is not done up to the Developers/ Promoters satisfaction, The Developers/ Promoters has right to get work done from the other agencies and the cost for the same will be recovered from the Contractor’s bill.

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

**SCHEDULED OF SLABS**

1. **1st slab 25 days with retaining wall**
2. **2nd slab 25 days with retaining wall**
3. **3rd slab 25 days with retaining wall**
4. **4rth slab to 15th slab 21 days manual slab**
5. OHWT LMR and pergola as per site conditions

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

**CONTRACTOR**

 **DEVELOPERS / PROMOTERS**

**WITNESSES :**

1. **SIGN : 2. SIGN :**

 **NAME : NAME :**

 **ADDRESS : ADRESS :**