**AGREEMENT / CONTRACT**

**THIS AGREEMENT / CONTRACT** is made and executed at Pune on this 14 day of September 2015.

**BETWEEN**

**RAVIMA VENTURES**

108, Jewel Square, Next to Vivanta by Taj,

Koregaon Park, Pune - 411001

Hereinafter referred to as “**DEVELOPERS, PROMOTER AND BUILDERS OR INDEMNITY HOLDER”** (Which expressions 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**

**Nirvighna Waterproofing Company**

**A1- 301, Sr. No. 3/15, Shree Swami Landmark, Ph-II Pune 411041**

**PUNE- 411021**

Hereinafter referred to as “**LABOUR CONTRACTOR OR INDEMNIFIER”.** (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** BUQPB2083P

 **…… OF THE SECOND PART**

# PROJECT DETAILS & MAJOR CONDITIONS OF CONTRACTS

|  |  |  |
| --- | --- | --- |
| 1 | Scheme / Project | **Newton Homes** |
| 2 | Building | “A” |
| 3 | Location / Address |  Behind Marvel Bounty, Rajan B Tupe Clony, D.B. Tupe road, Malwadi,Hadapsar, Pune - 411028 |
| 4 | Name of the Contractor | Nirvighna Waterproofing Company |
| 5 | Construction of | Commercial+Residential Bldg.,(3 Parking + 12 floor ) |
| 6 | Scope of work | Applying and completing base coat, brick bat & finishing complete.  |
| 7 | Rate  | Rs. 13000/- For 2 BHKRs. 23000/- For 2.5 BHKAbove rates are including GST |
| 8 | Time Limit | As per site requirement |
| 9 | Date of commencement |  |
| 10 | Date of completion |  |
| 11 | Retention | **10%** of each certified bill amount shall be retained  |
| 12 | Release of Retention | Retention release 50% after 6 months & Balance 50% After 6 Months of virtual completion |
| 13 | Defect Liability Period | Minimum **120** English Calendar months after virtual completion of work. |
| 14 | Guarantee of work | **10** Years of English calendar from virtual completion of work. |
| 15 | As & if applicable taxes shall be paid separately on producing proper registration documents. |
| 16 | Rate includes all chemicals Applications, labors, all lead, lift, transport, profit, overhead & all consumable etc. |
| 17 | There will not be any extra payment for minor rework. |
| 18 | Cement, Sand, Brick, Water & Electricity shall be supplied by the Company/Indemnity Holder at free of cost. |
| 19 | Final bill shall be prepared as per actual work done with rate & unit mentioned in BOQ. |

 **GENERAL CONDITIONS**

1. The Contractor/Indemnifier at his cost shall clear working space daily.
2. For any reason whatsoever if the Contractor leaves the work incomplete 10% retention amount will be forfeited.
3. No labour less than 18 yrs should be employed.
4. The Devloper/Indemnity Holder shall provide water & electricity free of cost at one single point labour the Contractor/Indemnifier shall make his arrangement for curing focus wiring etc.
5. Whenever required by the Developer/Indemnity Holder, the Contractor/Indemnifier should supply labours at reasonable rates.
6. The Contractor/Indemnifier must present a detailed report of the work completed and to be completed every 15 days for the perusal of The Developer/Indemnity Holder.
7. The Contractor/Indemnifier must remain present for any other meetings as and when required.
8. If consultant / the Developer/Indemnity Holder’s Engineer feels any labour or staff member of the Contractor/Indemnifier is not suitable for the site, should be removed immediately from the site.
9. As per direction of Developer /Indemnity Holder’s Engineer / store in charge material shall be stacked properly and shifted wherever & whenever directed – store would be provided by the Developer/Indemnity Holder.
10. If labour spoils the site, the Contractor/Indemnifier shall be responsible for the same and he will be penalized Rs. 500/- each time.
11. The Contractor/Indemnifier is liable to pay any amount towards losses caused any labour / representative and The Developer/Indemnity Holder not liable to bear any losses.
12. Labour the Contractor/Indemnifier will employ person/s for curing as instructed by the Developer/Indemnity Holder / Engineer In charge at the Contractor/Indemnifier cost.
13. If any part of work found defective / incorrect the Contractor/Indemnifier will be asked to re do it at the Contractor/Indemnifier’s own cost (material + labour). Rework must be up to the satisfaction of project in charge.
14. The Contractor/Indemnifier will employ adequate, well qualified / experienced site engineer / responsible person at his own cost, for daily visits up to the completion of work in your scope.
15. The Contractor/Indemnifier must maintain the construction area/ premises clean to accommodate other agencies, without causing any delay from your part.
16. All waterproofing work shall tested by pounding method at least for 15 days.

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

**COMMERCIAL CONDITIONS**

1. **Scope of Work :**

Contractor/Indemnifier must be Cleaning & chiseling of RCC surface and applying base Coat with C. mortar mixing with metal for proper slope and laying Brickbat layer and finishing properly with proper slope and cleaning, curing complete.

1. **Rate to Include**:

All rates are including Applying all, chemical, skilled labour for the total work allotted to you. Transporting sand, cement, water (lead & lift for all necessary materials) at any level, making pharma (measuring boxes) (if required) as directed & measure river / crushed sand only with using these boxes, checking the work by pounding method at least for fifteen days after completion for work, get the work checking from Architect / Consultants / the Developer/Indemnity Holder’s engineer as & when required.

1. **Rate not include :**

All rates in bill of quantities are excluding rate of cement, sand, bricks, electricity & water which will be supplied by the Developer/Indemnity Holder at free of cost.  **For re-work job, the Contractor/Indemnifier has to arrange materials at his own cost, if materials supplied for the same by the Developer/Indemnity Holder, cost of that material plus 10% incidental charges will be recovered from the Contractor/Indemnifier’s running bill / final bill / retention money.**

1. **Mode of Measurement :**

All bills shall be prepared on item rate basis with the same rate & unit mentioned in BOQ & qty. of work completed.

1. **Bill of Quantities :**

All qty. are approximate & based on present working drawing. Any addition or deletion may occur in any qty. Final bill will be prepared as per actual work done qty. & duly certified by Project in Charge / Site Engineer.

**Bill of Quantity**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sr. No. | Description | Unit | Qty | Rate | Amount |
|  |  |  |  |  |  |
|  01 | Appling Chemical Coat, Metal Screeding at Corners, Base coat & brickbat coat with Top Seal Coat finishing  | Flats |   |  |  |
| A | 2 BHK | Flats | 16 | 13000 |  |
| B | 2.5 BHK | Flats | 20 | 23000 |  |

1. **Rate to be Exclusive of all taxes :**

The rate is inclusive of all chemicals, all labour, transport, octroi but excluding VAT & service Tax which will be paid separately on producing proper registration documents. The Developer/Indemnity Holder will not pay any extra charges for Lead / lift of material or for any other reason in case the Contractor/Indemnifier is found later on to have misjudged himself.

1. **Rate to be firm**

The rates shall be firm during the tenure of contract and no escalation over the price bid on any ground is admissible.

1. **Income tax certificate**

The Contractor/Indemnifier shall submit copies of VAT/PAN /TIN etc.

1. **Retention amount**

Retention of amount @ 10% of each R.A. / Final Bill. Retention of 50 % amount will be refunded after 6 months & Balance Amount after 6 Month of virtual completion of entire work mentioned in the scope.

1. **Period of Payment**

R.A.bills for work executed will be submitted by the Contractor/Indemnifier as per approved qty. after every 15 days. Bills will be paid by the Developer/Indemnity Holder within 15/20 working days after necessary checking by Billing and Accounts department.

1. **Watch & Ward**

The Contractor/Indemnifier will be responsible for his material at site and shall take adequate care for safety works and materials, labour. The Developer/Indemnity Holder shall not be held responsible for any theft occurred at site. Watch & ward in respect of all materials brought by the Contractor/Indemnifier on site as well as for work so completed until final completion will be the Contractor/Indemnifier’s responsibility.

1. **Insurance**

The Contractor/Indemnifier shall cover all works with proper insurance policy to be approved by the Developer/Indemnity Holder such as CAR / WCA etc. for his materials, labour & equipment etc. and indemnify the Developer/Indemnity Holder for any accident occurring at site. The Developer/Indemnity Holder or his representative shall not be held responsible for any accident occurred at site. The Developer/Indemnity Holder accepts no liability for any accident to the Contractor/Indemnifier’s labour and material or outside labour employed by the Contractor/Indemnifier for erection of scaffolding or such activities or his given work.

1. **Labour Laws**

The Contractor/Indemnifier shall have registration with labour commissioner in the area & have a copy of labour license. He will be responsible for proper payments for labour and observing all the labour rules and regulation. The Contractor/Indemnifier shall abide by prevailing rules in respect of child labour, provident fund etc. No child labour (Age below 18 yrs.) shall be employed by the Contractor/Indemnifier at site.

1. **No Subletting**

The main contract or any part there of will not sublet to another sub-contractor without written permission of Engineer in charge of the Company/Indemnity Holder.

1. **Water**

The Water connection upto the boundary of the each individual building shall be borne by the Developer/Indemnity Holder. The Contractor/Indemnifier shall use water for drinking purpose for their workmen without paying charges. The Municipal charges for water shall be borne by the Developer/Indemnity Holder. However, The Contractor/Indemnifiers must ensure proper handling of pumps so as not to cause any damage to any reason. Expenses due to such reasons of mishandling will be debited to the Contractor/Indemnifier. All the curing shall be done to the entire satisfaction of he Engineers in charges of the Developer/Indemnity Holder.

1. **Electricity**

Electric power shall be arranged by the Developer/Indemnity Holder at one point for each building, the Contractor/Indemnifiers shall make all further arrangements using his own wires and switches etc. all as per MSEB and Indian Electrical rules for his use at site. The Electricity will be provided free of cost only for bonafied use viz. running the machinery & campus lighting. In case it is found that unauthorized connections are tapped by the Contractor/Indemnifier’s labour in their hutments, the Contractor/Indemnifier will be penalized for Rs. 3,000/- on each occasion. Electrical power will be arranged by the Contractor/Indemnifier for construction purposes at one suitable point. The Contractor/Indemnifiers shall also arrange for proper distribution board and cable switches etc all as per MSEB Indian Electrical rules. Also the Contractor/Indemnifier will make arrangement to illuminate entire site area and common area of bldg. at work spots with all cables wires tube lights etc. during construction and till handing over the site to the Developer/Indemnity Holder without any extra cost.

1. **Defect Liability Period**

The Contractor/Indemnifiers shall rectify the defects noticed during the Defect Liability Period (120 months after completion of work) at his own cost, which have occurred due to defective workmanship. If the same are not carried out by the Contractor/Indemnifier the Developer/Indemnity Holder are at liberty to get the work of defects rectification done through other agency and deduct the cost of all the materials, labour etc plus 25% for overheads from the retention amount withheld from the Contractor/Indemnifier’s R.A. bills. It is the primary responsibility of the Contractor/Indemnifiers to keep in touch with the Developer/Indemnity Holder & attend to defects noticed during the Defect Liability period and there shall be no plea that he was not informed about the recovery on account of attending the defects by the Developer/Indemnity Holder directly.

1. **Completion of work**

As per working schedule and the given completion date i.e. 25.12.2017. or as per site schedule .

(Provided site is ready and clean for work)

**SPECIAL CONDITIONS:**

The Contractor/Indemnifier is fully responsible for any seepage / leakage from any part of building due to any cause / reason (That is not including any seepages / leakages caused by rain water in the exterior walls of the buildings) If there will be any seepage / leakage within guarantee period i.e. up to 10 (ten) calendar years from the date of virtual completion / possession of work; the Contractor/Indemnifier will liable to rectify and re work the job to the full satisfaction of the Developer/Indemnity Holder / flat holder / shop holder. The Developer/Indemnity Holder / the Developer/Indemnity Holder will not be liable for any payment (of chemicals, labour and all other required material and all over heads) on account of such cases. On the intimation of the flat holder / the Developer/Indemnity Holder/the Developer/Indemnity Holder’s Engineer in writing or verbally about the leakage problem; the problem has to be attended in 4 days and completed in 4 days period.

**OTHER CONDITIONS**

**A.** **Curing**

The Contractor/Indemnifier shall cure all the work /s, where cement is used and required to be cured. All the curing shall be done to the entire satisfaction of the engineers in charge of the Developer/Indemnity Holder.

All work involved with cement shall be sufficiently and adequately cured during the curing period for effective results. All curing shall be carried out by the Contractor/Indemnifier in time as per requirement and standard. Since these activities are of utmost importance, in case of delay or negligence by the Contractor/Indemnifier, the same work will be executed by other agency and the amount for the same work will be debited to the Contractor/Indemnifier at actual cost plus 20% for overheads as a penalty which will be deducted from running/final bill without the Contractor/Indemnifier’s consent.

**B.** **Qualified Staff**

The Contractor/Indemnifier will employ qualified and efficient responsible person supported by other staff at site for receiving instructions to supervise and control the execution. It is expected that the Contractor/Indemnifier will observe all the guidelines diligently and sincerely. Incase it is found that the Contractor/Indemnifier do not observe the site Engineer’s repeated instructions the Sr Engineer shall impose suitable penalty which the Contractor/Indemnifier shall accept.

**The Contractor/Indemnifier is fully responsible for reconciliation of materials and shall employ separate Engineer to carry out the same daily/as required.**

**C**. **Works to be to the satisfaction**

The work shall be executed in a workmanlike manner as per the drawings, specifications other details and instructions issued from time to time by the “the Developer/Indemnity Holder” and to the entire satisfaction of the “the Developer/Indemnity Holder”.

**D**. **Tools and plants**

The Contractor/Indemnifiers shall bring all the tools and plants such as ghamelas, phawdas, tray, drum etc.

**E. Arrangement of Materials**

The Contractor/Indemnifiers shall inform the Developer/Indemnity Holder or his representative at least 10days in advance the approximate quantities of materials which may be sufficient for progressing further 21 days work. All the materials brought and supplied by the Developer /Indemnity Holder shall be deposited within and near the boundary of the plot and the Contractor/Indemnifiers shall have to carry them to the work site and/or to stores at his own cost.

**F.** **Material to be good**

The Contractor/Indemnifier shall arrange all chemical materials of acceptable standard at least eight day are in advance which may sufficient for progressing further fifteen day’s work.

**G.** **Material Act.**

The Contractor/Indemnifier shall be responsible to ensure economic use of material and to avoid wastage and contamination suitable bins to store sand and metal shall be made to avoid all possible spillage and wastage. The Contractor/Indemnifier shall give account of all such material issued or / brought whenever asked during the periodical check. Any labour required for such check and accounting shall be supplied by the Contractor/Indemnifier at his own cost. The Contractor/Indemnifier shall give the account of reconciliation of material at stage specified by the Developer/Indemnity Holder.

**H.** **Site Register**

The Contractor/Indemnifier shall maintain at site a register showing daily receipt issue and balance quantity of material and will make the same available for periodic check of stock.

I. **Site Cleaning**

The Contractor/Indemnifier shall keep construction area clear from any obstructions such as tools and tackles all materials of any other building to accommodate other working agencies without causing any delay from his part. He shall not be entitled for any claim for expenditure incurred on this account. If however the Contractor/Indemnifier fails or refuses to remove such obstructions resulting thereby in delay of progress of work or cause poor show to the Developer/Indemnity Holder the same shall be cleared at the Contractor/Indemnifiers cost risk and penalty. The cost incurred therein shall be deducted from the amount payable by the Developer/Indemnity Holder to the Contractor/Indemnifier.

**J.** **Co-operation to other agencies**

The Contractor/Indemnifier shall give reasonable facilities assistance and co-operation with other agency which will execute the work under other trades. In case of any dispute the decision of the Developer/Indemnity Holder shall be final and binding. These agencies will however be asked not to damage any work pertaining to the Contractor/Indemnifier.

**K.** **Safety codes**

The Contractor/Indemnifier will follow all the rules and regulations regarding safety codes. Adequate safety measures shall have to be taken by the Contractor/Indemnifier. Helmets shall be procured by the Contractor/Indemnifiers. In case of failure these may be issued by the Developer/Indemnity Holder and cost thereof will be debited. In this context it is necessary to adhere strictly to safety measures and must avail the use of such tools, the Contractor/Indemnifiers shall note that the Developer/Indemnity Holder will be compelled to impose suitable penalty if these instructions are not followed. The Contractor/Indemnifier has to appoint the safety officer for the site. The intimation of the same shall be given to the Developer/Indemnity Holders prior the appointment of the same.

**L**. **The Contractor/Indemnifier must visit site before**

The Contractor/Indemnifier shall have visited examined the site and satisfied himself as to the nature existing amenities like approaches and facilities available at site. The Developer/Indemnity Holder will not pay any extra charges for lead of materials non availability of labours or any other reasons in case the Contractor/Indemnifier have misjudged themselves.

**M**. **Empty Cement Bag**

The Contractor/Indemnifier shall return empty cement bags to the Developer/Indemnity Holder in fairly good condition. Alternatively the Developer/Indemnity Holder will recover the cost of 90% of total cement bags at Rs. 2.00/- bag from time to time from the Contractor/Indemnifiers running bills.

**N.** **Accident**

The Developer/Indemnity Holder or his representative shall not be held responsible for any accident occurred at site. The Developer/Indemnity Holder accepts no liability for accidents to the Contractor/Indemnifier’s labour as well as material during the execution of work. The Developer/Indemnity Holder also accept no liability for accidents to the outside labour, if any, employed by the Contractor/Indemnifier shall be solely responsible and arrange for their medical attendance at his cost and pay all compensation arising thereby. The Contractor/Indemnifier shall be solely responsible for the material on site until final completion.

**O**. **Theft**

The Developer/Indemnity Holder or his representative shall not be held responsible for any thefts occurred at site. Watch and Ward in respect of all plants, machinery and materials collected by the Contractor/Indemnifier at site. Will be the Contractor/Indemnifier’s sole responsibility and the cost shall be paid by the Contractor/Indemnifier only.

**P.** **Rejected works**

All substandard works rejected by the Developer/Indemnity Holder / Site Engineer / Architect / Consultants will be redone by the Contractor/Indemnifier at his cost and risk. It is very clearly understood that the Contractor/Indemnifier will not be paid for any item of work / material beyond permissible tolerances and such rejected work shall be dismantled and redone at the Contractor/Indemnifiers cost of material plus 10% incidental charges penalty.

**Q.** **If the Contractor/Indemnifier fails/refuse to follow the instruction given by the Developer / Indemnity Holder’s engineer or fulfill the** **Developer/Indemnity Holder’s requirement, the Developer/Indemnity Holder’s engineer can stop/hold the work at any stage. The Contractor/Indemnifier shall not be liable to claim any amount for expenditures to this account.**

**R.** **Termination of contract by The Developer/Indemnity Holder**

The Developer/Indemnity Holder shall reserve the right to terminate the contract if;

i) The Contractor/Indemnifier refuses to or causes delay or fails within 8 days of notice to rectify and defective workmanship or materials to the Developer/Indemnity Holders satisfaction.

ii) In case of failure on part of the Contractor/Indemnifier to complete and deliver the constructed portion within the time period prescribed by the Developer/Indemnity Holder.

iii) Fails to withdraw immediately from the site any one or more persons/sub Contractor employees the presence of whom is objected by The Developer/Indemnity Holder/Project In Charge.

iv) Fails to perform all his obligations to pay, direct and control all the Employee/Sub Contractors.

v) If the Contractor/Indemnifier fails to comply with quality norms as per specifications received from the Developer/Indemnity Holder

/Representatives.

vi) If the Contractor/Indemnifier fails to follow the instructions of the Engineer in charge or fails to carry out the construction work in accordance with the Drawing and designs provide to him.

vii) If the Contractor/Indemnifier is guilty of any misconduct or obstructs other agencies working on the site and hampers the overall progress of the work.

viii) If the Contractor/Indemnifier becomes bankrupt or being a limited the company goes into liquidation or in case of appointment of a receiver.

ix) In case the Contractor/Indemnifier sublets the site portion.

x) In case the Contractor/Indemnifier appoints any sub contractor without prior written permission from the Developer/Indemnity Holder; -

 The Developer/Indemnity Holder shall be at liberty to terminate the contract with the Contractor/Indemnifier without assigning any reasons if his work quality is not satisfactory. On termination of the contract the Contractor/Indemnifier shall along with all his workmen and materials belonging to him leave the site forthwith. The Contractor/Indemnifier undertakes not to obstruct the work of any other person or site incase of termination.

**S.** **Bills**

 All bills will be raised in the name of **“Ravima Ventures”**. After submitting the bills to head office, minimum 15 days required for verification and other formalities.

**T.** The Contractor/Indemnifier shall fulfill their obligations and responsibilities for the Indemnity Holder with their own labour and material (in case of with material work order) as per the specifications/ plans provided by the Developer/Indemnity Holder and his/her/their Architects / Engineers / site representatives for the building/s to be constructed on the said property and structure shall comprise of parking plus 11 storey according to the plans, specifications and sections indicated in the said plans and which shall not be changed except with the written consent of the Developer/Indemnity Holder.

**U.** In case the Developer/Indemnity Holder shall desire any deviation from the said plans and specifications, designs or any more or other building or buildings or any additional work or works to be done or executed the Contractor/Indemnifier / Indemnifiers shall duly execute the work as per such deviation or extra or additional work in proper, substantial and workmen like manner, in all respects according to such altered plans and specifications and within the time prescribed or any extension thereof as may be mutually agreed and to the full satisfaction of the Developer/Indemnity Holder.

**V.** All amounts of remuneration payable to the Architect / RCC Designer as their professional fee shall be borne by the Developer/Indemnity Holder.

**W.** If any question or dispute shall arise at any time both between the parties hereto or their representative with respect to the meaning or effect of any clause of this agreement with rights or liabilities of the parties hereto, such question or disputes will be decided by the parties as per the provisions of the Indian Arbitration & Reconciliation Act 1996 under Pune jurisdiction only.

**X.**  **Suspension of work:**

The Contractor/Indemnifier shall not suspend the progress of the works or part thereof save & except the instructions by the Engineer/Representative of the Developer/Indemnity Holder, for such time and in such manner as the Engineer / representative of the Developer/Indemnity Holder may consider necessary. The Contractor/Indemnifier shall, during such suspension, properly protect and secure the works or any part thereof so far as is necessary in the opinion of the Engineer / Representative of the Developer/Indemnity Holder for the reasons mentioned as under:

* Some unavoidable circumstances or local problem occurred at worksite
* Any major technical revision in the work
* Necessary by reason of some default or breach of contract agreement by the Contractor/Indemnifier or for which he is responsible
* Necessary by reason of climatic conditions on site or
* Necessary for the proper execution of the work or for safety of the works or any part thereof.

**Y.** Payment schedule and other terms and conditions :-

**A) 80% after work completion**

**B) 20% after possessions.**

**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 herein above written.**

**AUTHORISED SIGNATORY PROJECT-IN-CHARGE CONTRACTOR**

 **CONTRACTOR**

**Project Incharge**

**WITNESSES:**

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

 **NAME : NAME :**

 **ADDRESS : ADRESS :**