

Office: Road NO.7, Vishrantwadi airport road, Adarsh colony, Tingre Nagar, Pune- 411032
Phone No: +91 96238 78731 | Email id: estimation@choicegoodwill.com


Work Order No: GOODWILL VERVE/ WPF-01

AGREEMENT

**FOR SUPPLYING AND APPLYING HDPE MEMBRANE WATERPROOFING WORK AT
CHOICE LIFESTYLES- GOODWILL VERVE**

THIS AGREEMENT IS MADE AND EXECUTED AT PUNE

ON THIS 06TH JULY 2022.


30/07/2022

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AGREEMENT BETWEEN

THE PARTY OF FIRST PART

M/s. CHOICE LIFESTYLES THROUGH its one of the partner **MR. AMIT ASHOK AGRAWAL**
Occupation: Business, residing at – Pune, hereinafter referred to as **"THE PRINCIPAL"** (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,

M/S MAHESH PRECAST INDUSTRIES

Mr. Sandeep Malu

Address: Plot No12 and 13 opposite govt milk dairy,
Humnabad road, Gulbarga, Karnataka-585101

Mobile No.: 7259713613


Pan No.: ABLFM5757E

GST NO.: 29ABLFM5757EZT

Email ID:

WHEREAS the Partners/Owners of property bearing **S. NO. 35/36, OPP VENKATESH GRAFFITI, MANJARI ROAD, KESHAVNAGAR, PUNE -411036** & the first Party is intending to construct a multistoried residential apartment under the scheme known as **'GOODWILL VERVE 34R'** on this land, hereinafter referred to as **"the Said Project"**

AND WHEREAS the Principal was in search of the suitable contractor to carry on work of **Raft and Retaining Wall (Labour+Material Membrane Waterproofing Work)** of the building for the said project. The contractor approached the **Principal** to execute the above mentioned work for the said project as per the drawings and specifications and other details of construction prepared by the



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Architect / RCC Consultants of the Principal, and after examining the details of the work, the contractor has agreed to accept the work for the said project on the following terms and conditions.

1. **AND WHEREAS** that the mode of payment, by the Party of First Part, to the Party of Second Part, shall be as per sheet attached here with this agreement and content of Annexure 'A' attached is the list of drawings to be submitted by the Party of the Second Part/Contractor, at different stages. Thus, attached sheet of payment schedule and Annexure 'A' shall be treated as part and parcel of this Agreement.
2. **AND WHEREAS** That the Party of Second Part, promises to faithfully discharge his duties and responsibilities and shall keep indemnified the Party of First Part, as regard to the existing work of the Party of Second Part.
3. **AND WHEREAS** That the Scope of work of the Party of Second Part, includes detail study of philosophy and Vastu Principles to be adopted for the construction of the said proposed project '**GOODWILL VERVE**' AT S. No. 35/36, OPP VENKATESH GRAFFITI, MANJARI ROAD, KESHAVNAGAR, PUNE -411036 AND WHEREAS the Principal shall pay to the Contractor the cost of work as per details below and ascertained on the basis of actual quantity of work done. The amounts payable to shall be payable after deducting applicable taxes & after certification by the project in charge & senior Engineer of the said project.

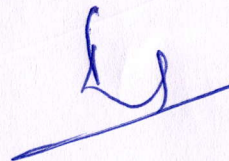
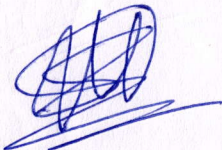
**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN
THE PARTIES HERETO AS FOLLOWS:**



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A. GENERAL CONDITIONS OF CONTRACT

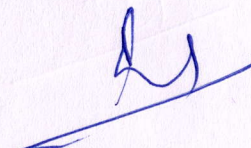
1. Contractor shall execute the work in strict consultation with the principals' and in condition with other agencies appointed by the principal.
2. Contractor shall have to appoint and authorize a supervisor/senior site in-charge/senior project manager along with its Project team, who shall be available 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.
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



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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 Principal shall employ an additional Contractor/ Labour and recover the cost from Contractors subsequent payment.
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.



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B. SCOPE

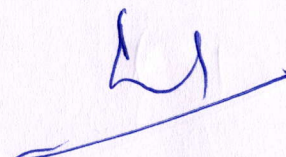
1. Supplying of **Asian Paints- Product code 5654, 5670 smartcare Preapply HDPE 80** for confined basement waterproofing material, labour and services for **Asian Paints HDPE membrane waterproofing work** at **Goodwill Verve** as per the drawings, specification, procedure provided by the Manufacturer/principal, including shifting of material within the site. Contractor should execute the work as per the instructions of engineer in-charge.
2. Contractor shall carry out and complete the said work in every respect in conformity with the current rules and regulations of the **Asian Paints**, Bureau of Indian Standards and as per consultant's design and with the directions of and to the satisfaction of the principal/ consultant.
3. Submission of drawings with sections in AutoCAD format of HDPE Membrane waterproofing system. The required GFC drawing to prepare the waterproofing sections and termination detailing shall be provided by the principal.
4. Mobilization of all equipment's and machineries is in the scope of Contractor.
5. All machineries, manpower, tools & tackles, consumables required for successful work completion is in the scope of contractor.
6. Dewatering of ponded water & leftover debris removing from site surface where waterproofing treatment is to be done is the scope of principal.



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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.
- 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 responsible for any consequences arising for such a situation. The contractor will not have any claim for the same.
- 1.5 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.
- 1.6 **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.



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D. APPLICATION METHOD - SMARTCARE PREAPPLY HDPE 80

1. Substrate Preparation

All Surfaces - It is essential to create a sound and solid substrate to eliminate movement during the concrete pour. Substrates must be regular and smooth with no gaps or voids greater than 12mm. Grout around all penetrations such as utility conduits, etc. for stability

2. Horizontal Blinding

The substrate must be free of loose aggregate and sharp protrusions. Avoid curved or rounded substrates. The surface does not need to be dry, but standing water must be removed.

3. Vertical Sheet Piling

Use concrete, plywood, insulation or other approved facing to sheet piling to provide support for the membrane. Board systems such as timber lagging must be close butted to provide support and not more than 12mm out of alignment.

4. Membrane Installation

Place the SmartCarePre Apply HDPE 80 membrane HDPE film side to the substrate with particulate layer side up, facing the concrete pour. End laps should be staggered to avoid buildup of layers. Accurately position succeeding sheets to overlap the previous sheet 75mm along the marked selvedge. Ensure the underside of the succeeding sheet is clean, dry and free from contamination before attempting to overlap. Ensure a continuous bond is achieved without creases and roll firmly with a heavy roller. Any initial tack will quickly disappear.

5. Roll Ends and Cut Edges

Overlap all roll ends and cut edges by a minimum 75mm and ensure the area is clean and free from contamination, wiping with a damp cloth if necessary. Remove all floating particulates from the surface of the SmartCare HDPE 80 pre-applied

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waterproofing membrane by brush. Apply SmartCare HDPE Tape by peeling off release paper and fix the adhesive side on substrate. Roll firmly to ensure complete adhesion without creases or voids. Peel off the other layer of release paper and apply another piece of SmartCarePre ApplyHDPE 80 to the adhesive tape. Roll firmly to ensure complete adhesion. Alternatively, remove all floating particulates from the surface of SmartCarePre Apply HDPE 80 by brush.

6. Pouring of Concrete

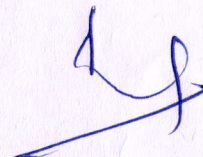
The concrete must be poured within 40 days of application of the membrane. During pouring, take care when vibrating concrete to avoid damaging the waterproofing materials.

7. Formwork Removal

SmartCarePre Apply HDPE 80 pre-applied waterproofing membrane can be applied to removable formwork, such as slab perimeters, elevator and lift pits, etc. Once the concrete is poured the formwork must remain in place until the concrete has gained sufficient compressive strength to develop the surface bond. SmartCarePre Apply HDPE 80 pre-applied waterproofing membrane is not recommended for conventional twin-sided wall forming systems. As a guide, to reach the minimum compressive strength stated above, a structural concrete mix with an ultimate strength of 40N/ mm² will typically require a cure time of approximately six days at an average ambient temperature of -4°C, or two days at 21°C. Please contact your local Asian Paints Technical Officer for more details.

8. Corners

Internal and external corners should be formed as shown in the diagrams returning the membrane a minimum of 100mm and sealing with SmartCare HDPE Bonding Tape. Ensure that the apex of the corner is covered and sealed with tape and roll firmly. Crease and fold the membrane to ensure a close fit to the substrate profile and avoid hollows.



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D. APPLICATION METHOD - PU MAGNUM PRIMER CODE-5778

1 . Substrate preparation

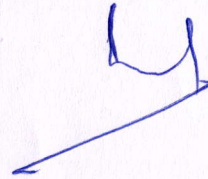

To be coated should be stable, free from materials that prevent bonding, protected from underneath moisture attack: In addition, substrates should be prepared by brushing, grinding, milling, sand blasting, water blasting etc., depending on their nature. Then, the should be well cleaned from dust with a high-suction vacuum cleaner.

2. Mixing of the components

Components A (resin) and B (hardener) are packed in two separate containers, having the correct predetermined mixing ratio by weight. The whole quantity of component B is added into component A. The two components should be mixed for about 2-3 minutes with a low-speed mixer (300 rpm), until the mixture becomes uniform. It is important to stir the mixture thoroughly near the sides and bottom of the container, to achieve uniform dispersion of the hardener. Then add equal quantity of water (100% by weight of primer) and continue mixing to ensure that the mixture obtains the desired workability.

3. Application Consumption

The product is applied by brush, spray or roller in one coat, on clean dust free surface.
Consumption: 80 - 90 g/m².



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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 -I BOQ and Warranty

SIGNED AND DELIVERED by the within named
'Promoters' M/S CHOICE LIFESTYLES through its
one of the partner by Shri: **AMIT ASHOK**
AGRAWAL in the presence of

WITNESS:

1. Sign

Name:

2. Sign

Name:

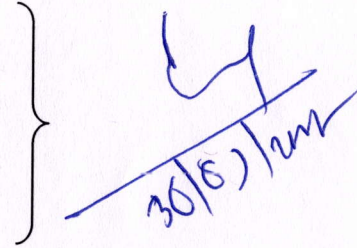
SIGNED AND DELIVERED by the within named
'Contractor' M/S. MAHESH PRECAST INDUSTRIES by
the hands of its dully empowered Proprietor and
Authorized Signatory

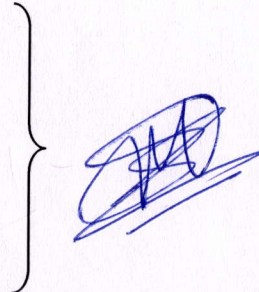
1. Sign

Name:

2. Sign

Name:





GOODWILL VERVE- CHOICE LIFESTYLE
ANNEXURE-I
BOQ

M/S MAJESH PRECAST INDUSTRIES					
Specification for Waterproofing System for Basement at Goodwill Verve Site.					
No	Description	Unit	Approx Qty	Rate	Amount
1	Raft Treatment : SmartCare Preapply HDPE 80				
2.1	HDPE Membrane Installation Supplying and installing of 1.2mm thick pre-applied HDPE membrane having puncture resistance of 800N as per ASTM E 154), tensile strength of 21 Mpa, and hydrostatic head resistance not less than 70m water head as per ASTM D 5385 & elongation of 500% as per ASTM D 412, peel adhesion to concrete of 1200 N/m as per ASTM D 903, Lap peel adhesion > 450N/m as per ASTM D1876. The pre-applied, fully bonded HDPE sheet membrane shall be loosely laid on PCC and gets bonded to the underneath of the poured concrete of base/raft slab and confined retaining wall. The fully bonded HDPE sheet membrane shall consist of a high performance PE film, self adhesive polymer layer and unique particulate layer with pressure sensitive adhesive, which bonds fully to the poured concrete of base slab/confined retaining wall. The membrane shall have minimum of 75mm side laps and end laps which shall be sealed with double sided adhesive tape, etc complete as per manufacturer's specification and instructions. (Actual Treated Area Will Be Measured)	SQFT	24761.83	58	1436186.05
3	Retaining Wall Treatment : SmartCare PU Magnum /PU Magnum 1k				
3.1	Sealing Of Tie Rod Holes: - Sealing The Tie Rod Holes With Microcort (Measurement =Actual Nos)	No	300		Rates are not applicable but work is in contractor's / applicator's scope.
3.3	SmartCare PU Magnum Coating Supplying and applying High build elastomeric waterproofing coating based on pure, hydrophobic polyurethane, cold applied of spray / brush applied, membrane with an elongation of 550% and tensile strength of 2.5 N/mm2 as per ASTM D 2370, crack bridging ability of 3mm as per ASTM C1305, no leakage upto 7 bars of water pressure as per DIN 1048, shore A Hardness of min. 45 as per ASTM D 2240. The system includes final base preparation, water based primer and applying SmartCare PU Magnum or approved equivalent in two to three coats to achieve a min. thickness of 1.2mm. etc. complete as per Manufacturer specifications (Actual Treated Area Will Be Measured)	SQFT	4200.87	58	243650.24
3.4	Hilton Board or Bubble Sheet protection Providing & laying high density polyethylene (HDPE) dimpled protection and drainage sheet over the waterproofing membrane on the retaining walls. The protection and drainage sheet shall consist of dimpled HDPE sheet with fused on hydrophilic polypropylene geotextile, conforming to EN 13252, etc. complete as per manufacturer specifications. (Actual Treated Area Will Be Measured)	SQFT	4200.87	18	75615.59
				Total Amt	1755451.89
				18% GST	315981.34
				GROSS TOTAL	2071433.232

[Handwritten Signature]
[Handwritten Name]

ANNEXURE-I

M/S MAHESH PRECAST INDUSTRIES						
Specification for Waterproofing System for Basement at Goodwill Verve Site.						
No	Description	Unit	Appox Qty	Rate	Amount	
1	Raft Treatment : SmartCare Preapply HDPE 80 HDPE Membrane Installation Supplying and installing of 1.2mm thick pre-applied HDPE membrane having puncture resistance of 800N as per ASTM E 154), tensile strength of 21 Mpa, and hydrostatic head resistance not less than 70m water head as per ASTM D 5385 & elongation of 500% as per ASTM D 412, peel adhesion to concrete of 1200 N/m as per ASTM D 903, Lap peel adhesion > 450N/m as per ASTM D1876. The pre-applied, fully bonded HDPE sheet membrane shall be loosely laid on PCC and gets bonded to the underneath of the poured concrete of base/raft slab and confined retaining wall. The fully bonded HDPE sheet membrane shall consist of a high performance PE film, self adhesive polymer layer and unique particulate layer with pressure sensitive adhesive, which bonds fully to the poured concrete of base slab/confined retaining wall. The membrane shall have minimum of 75mm side laps and end laps which shall be sealed with double sided adhesive tape.,etc complete as per manufactures specification and instructions.(Actual Treated Area Will Be Measured)	SQFT	23088.00	58	1339104.00	
2.1						
3	Retaining Wall Treatment : SmartCare PU Magnum/PU Magnum 1k Sealing Of Tie Rod Holes: - Sealing The Tie Rod Holes With Microcort =Actual Nos)	No	300			rates are not applicable but work is in contractor's / applicator's scope
3.1						
	SmartCare PU Magnum Coating Supplying and applying High build elastomeric waterproofing coating based on pure, hydrophobic polyurethane, cold applied of spray / brush applied, membrane with an elongation of 550% and tensile strength of 2.5 N/mm2 as per ASTM D 2370, crack bridging ability of 3mm as per ASTM C1305, no leakage upto 7 bars of water pressure as per DIN 1048, shore A Hardness of min. 45 as per ASTM D 2240. The system includes final base preparation, water based primer and applying SmartCare PU Magnum or approved equivalent in two to three coats to achieve a min. thickness of 1.2mm, etc. complete as per Manufacturere specifications (Actual Treated Area Will Be Measured)	SQFT	5180.00	58	300440.00	
3.3						
	Hilton Board or Bubble Sheet protection Providing & laying high density polyethylene (HDPE) dimpled protection and drainage sheet; over the waterproofing membrane on the retaining walls. The protection and drainage sheet shall consist of dimpled HDPE sheet with fused on hydrophilic polypropylene geotextile; conforming to EN 13252, etc. complete as per manufacturer specifications. (Actual Treated Area Will Be Measured)	SQFT	4161.00	18	74898.00	
3.4						
				Total Amt	1714442.00	
				18% GST	308599.56	
				GROSS TOTAL	2023041.56	

As per attached ledger.

Hold Retention
Amount - 49,919

For Warranty Purpose I
relates to be
released only after
tripartite Agreement
has been closed
Bullin &

CHOICE LIFESTYLE 34 NEW
SHRISHTI HOMES GROUND FLOOR
LEANE NO 7 ADARSH COLONY TINGRE NAGAR
PUNE
PAN NO AAOFC1825B
TAN NO PNEC13741A

RETENTION MONEY (MAHESH PRECAST)

Ledger Account

1-Apr-22 to 31-Mar-23

					Page 1
Date	Particulars	Vch Type	Vch No.	Debit	Credit
3-Sep-22	Dr MAHESH PRECAST INDUSTRIES 449000@5%	Journal			22,450.00
9-Dec-22	Dr MAHESH PRECAST INDUSTRIES 174058@5%	Journal			8,702.00
11-Mar-23	Dr MAHESH PRECAST INDUSTRIES 375338@5%	Journal			18,767.00
					49,919.00
	Cr Closing Balance			49,919.00	
				49,919.00	49,919.00