

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

WO NO: GOODWILL METROPOLIS EAST PHASE 2- A BUILDING / BBM & PLASTER WORK-01

AGREEMENT

FOR BBM, INTERNAL & EXTERNAL PLASTER WORK AT
KRISHNA BUILDCON- GOODWILL METROPOLIS EAST PHASE-2 "A- BUILDING"

THIS AGREEMENT IS MADE AND EXECUTED AT PUNE

ON THIS 9TH MARCH 2024.

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Contractor's signature

Page 1 of 10

h.p.
26/03/2024

Developer's Signature

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AGREEMENT BETWEEN

THE PARTY OF FIRST PART

M/s. KRISHNA BUILDCON 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,

ARCHANA ENTERPRISES

Mr. Rajesh Kumar

Address: Near Jivan Jyoti Hospital, Matoshree, S.No.33/1/1,
Behind S.T. Maharaj Mandir, Maharashtra Nagri, Gajanan Nagar,
Rahatni, Pimpri Chinchwad, Pune- 411017

Mobile No.: 9545414783

PAN No.: EEUPD4658R

GST No.: 27EEUPD4658R1ZD

Email ID:

Work Order for "Block Masonry & Plaster Work" for Proposed Residential Building for M/s. Krishna Buildcon Developer Site- "GOODWILL METROPOLIS EAST PHASE-2 A-BUILDING", S.R.NO.283/3A/1A, 283/2, Porwal Road, Lohegaon, Pune-411047.

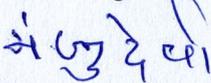
Kind Attention: Mr. Rajesh Kumar

Work Order for the subject work is hereby placed as per the rates. Terms & Conditions which were finally settled with you. Accordingly, you are requested to proceed with the work in terms of this work order and conditions stipulated hereto.

- 1. Type Of Contract : Labour Only**
- 2. Cost of Work : 45,06,461.54/- (Taxes Extra)**

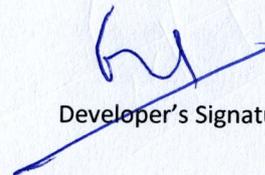
Here in after referred to as **"Contractor"** (which expression shall unless repugnant to the context or contrary to the meaning therefore mean and include its representatives, administrators, executors, assignees etc.)

Contractor's signature



Page 2 of 10

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WHERE AS Party of the first part is the developer and intend to start the **BBM, Internal & External Plaster Work** for the site situated at "**GOODWILL METROPLIS EAST PHASE-2 A-BUILDING**", S.R.NO.283/3A/1A, 283/2, Porwal Road, Lohegaon, Pune-411047.

And **WHERE AS** Developer is desirous to get the said work executed through contractor having all the infrastructure and skill to complete the **BBM, Internal & External Plaster Work** as per the Developer instructions.

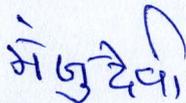
And **WHERE AS** contractor have approached the Developer and shown his desire and willingness to execute the said work for which the Developer has given consent.

and **WHERE AS** it has been agreed by the Developer and contractor that the contractor will do work on "**GOODWILL METROPOLIS EAST PHASE-2 A-BUILDING**", S.R.NO.283/3A/1A, 283/2, Porwal Road, Lohegaon, Pune-411047., on the following terms and conditions

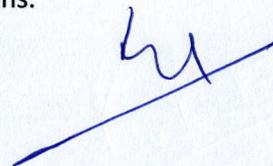
And **WHERE AS** both the parties have decided to reduce their terms into writing, which are as under:

A. GENERAL CONDITIONS OF CONTRACT

1. Contractor shall execute the work in strict consultation with the Developer's and in condition with other agencies appointed by the Developer.
2. Contractor shall have to appoint and authorize a supervisor/ 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.



Contractor's signature

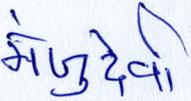


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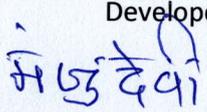
3. Contractor shall have to make his own arrangements for all approaches to the site required for transporting his men, material and machine to site. No claim shall be entertained on account of making approaches.
4. Contractor shall be responsible for all risk to the works to be performed under its obligation 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 Developer 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 Developer 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 Developer 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.
10. Contractor will be responsible for Third party inspection appointed by Developer 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.
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.

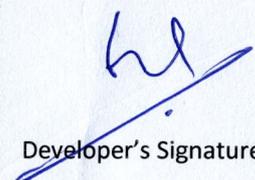

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B. SCOPE OF WORK & QUALITY CONTROL

1. On Labour basis BBM, Internal & External Plaster at **GOODWILL METROPOLIS EAST PHASE-2 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. **Internal Plaster-** Tar Plaster should be laid for all internal walls.
3. **Internal Plaster-** Sanla Finish to be laid for ceiling of wet areas like toilets, dry balconies & terraces wherever applicable.
4. **External Plaster-** All External Plaster in Double Coat with dabba finish (Sponge finish wherever applicable or as per elevational details.
5. **Duct Plaster-** All Service Ducts, Electrical & Fire ducts should be in Dabba Plaster.
6. **BBM Work-** All DPC's & Patli's should be include in Contractor's scope. **AAC block to be sprinkled with sufficient water before laying for masonry work.**
7. **Space for Labour Camp-** Only space for huts, drinking water and usable water, electricity for labour camp and work site will be provided by company.
8. **Mesh Fixing Work-** MS Mesh/ PVC Mesh has to be fixed at every joint of RCC & Block Work.
9. **Curing Work-** Curing will be in Contractor's scope, curing has to be done for 7 days to BBM, Internal & External Plaster Work.
10. **Safety Related Statutory-** Labour Insurance, PF & Safety related all the statutory, mandatory compliances are in Contractor's scope.
11. **Safety Norms-** Safety norms & use of PPE's Should be strictly followed on site.
12. **Incorrect Workmanship-** The Contractor shall be responsible for any damage caused by any work carried out by Contractor to the existing services and utilities whether shown or not shown in the drawings from whatsoever cause arising thereof and shall make good to its original condition at his own costs and expense to the satisfaction of the Developer.


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13. **Cleaning Work-** Upon completion of the contract works the contractor shall remove and clear all debris, waste and or any excess materials, construction plant and temporary works from the site and shall do all things to clear up the site which shall include any cleaning were instructed by the Developer to other areas affected by the contract works. During the contract period the contractor shall ensure that the site is kept clean and in proper order and free from rubbish waste or debris and contractor shall do all things necessary to prevent any damage to or pollution or the creation of any health or environmental hazard at or adjacent to the site. **If the contractor has not corrected a defect if any and cleaning & making area good for further activities before the next milestone, retention shall be deducted at the rate of 10% on the amount of that respective bill. Such amount will be refunded after rectification has been done to the satisfaction of Engineer in Charge in writing in the next running bill.**
14. 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 Developer shall not be liable to the Contractor for any claim for loss or profits or any other consequential or indirect damages that may be suffered by the Contractor during the execution of the work.
- 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.

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Page 6 of 10

Developer's Signature

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1.5 No child labour will be permitted to work on site. If anyone is found the Developer has the authority to stop the work immediately. During any governmental inspection if the same is identified, the contractor will be completely responsible for the consequences.

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.

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:
2. 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.
3. Developer has a right to retain the amount if Contractor does not do Cleaning, Quality, etc.
4. 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.

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5. Recovery of advance payments if any, retention money and any other dues will be recovered from the contractor under this contract.
6. 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.

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.
5. **Contractors' payment shall be released within 45 Days**, after verification of Invoice by Contracts/ Billing/ Execution Team as per attached documents such as Joint Measurement sheet, checklists, reconciliation report, previous amount paid verification, GST reconciliation, etc.

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F. BILLING DETAILS:

Firm Name: Krishna Buildcon

Firm GST No.: 27AAMFK5833B2ZC

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

Site Name: Goodwill Metropolis East Phase2 "A-Building".

ANNEXURE

Sr.No.	Description	Unit	Rate
1.	Labour Charges for all sizes Block Work, DPC, Internal Plaster and Double Coat of External Plaster of building at all type of surface at all level specified on drawing to line, level in plumb, with cleaning necessary scaffolding erection and de-erection (Scaffolding material is in contractors' scope) as per approved design, drawing, specification and with panipatti, groove and as instruction by Engineer -In- Charge etc. complete	Sq.ft	80.00

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Page 9 of 10

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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: Payment Schedule.

SIGNED AND DELIVERED by the within named
'Developer' M/S KRISHNA BUILDCON through its
one of the partners by Shri: **AMIT ASHOK**
AGRAWAL in the presence of

WITNESS:

1. Sign

Name:

2. Sign

Name:

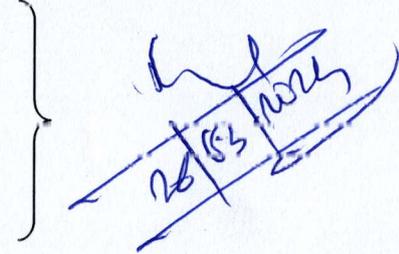
SIGNED AND DELIVERED by the within named
'Contractor' M/S ARCHANA ENTERPRISES by the
hands of its dully empowered Proprietor and
Authorized Signatory

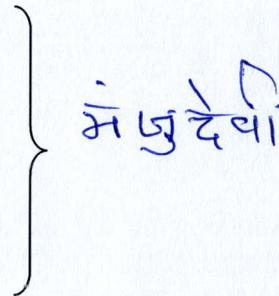
1. Sign

Name:

2. Sign

Name:





Project : GOODWILL METROPOLIS EAST PHASE-2

Bldg. : A Building

Activity : Brickwork - Plaster Payment Schedule

Rev. Date :

Total Area 56,330.77 Sft

Rate 80.00 Rs.

Total Amount 45,06,461.54 Rs.

Brickwork (30%) 13,51,938.46 Rs.

Internal Plaster (30%) 13,51,938.46 Rs.

External Plaster (40%) 18,02,584.61 Rs.

NOTE: Retention @ 6.38% 2,87,512.25 To be paid after defect liability payment

Total WO amount with retention 47,93,973.78

Blockwork Payment Schedule

Sr.No.	Description	Net Area	Basic Amount
1	Ground Floor	2,277.94	96,567.03
2	1st Floor	4,321.65	96,567.03
3	2nd Floor	4,321.65	96,567.03
4	3rd Floor	4,321.65	96,567.03
5	4th Floor	4,321.65	96,567.03
6	5th Floor	4,321.65	96,567.03
7	6th Floor	4,321.65	96,567.03
8	7th Floor	4,321.65	96,567.03
9	8th Floor	4,353.86	96,567.03
10	9th Floor	4,321.65	96,567.03
11	10th Floor	4,321.65	96,567.03
12	11th Floor	4,321.65	96,567.03
13	12th Floor	4,321.65	96,567.03
14	Terrace Floor	2,160.82	96,567.03
	Total	56,330.77	13,51,938.46

Internal Plaster Payment Schedule

Sr.No.	Description	Net Area	Basic Amount
1	Ground Floor	2,277.94	96,567.03
2	1st Floor	4,321.65	96,567.03
3	2nd Floor	4,321.65	96,567.03
4	3rd Floor	4,321.65	96,567.03
5	4th Floor	4,321.65	96,567.03
6	5th Floor	4,321.65	96,567.03
7	6th Floor	4,321.65	96,567.03
8	7th Floor	4,321.65	96,567.03
9	8th Floor	4,353.86	96,567.03
10	9th Floor	4,321.65	96,567.03
11	10th Floor	4,321.65	96,567.03
12	11th Floor	4,321.65	96,567.03
13	12th Floor	4,321.65	96,567.03
14	Terrace Floor	2,160.82	96,567.03
	Total	56,330.77	13,51,938.46

External Plaster Payment Schedule

Sr.No.	Description	Basic Amount
1	North Side	5,40,775.38
2	South Side	5,40,775.38
3	East Side	3,60,516.92
4	Duct Plaster	2,70,387.69
5	St.case,OHWT,Parking Plaster	90,129.23
	Total	18,02,584.61

MP
28/02/2024

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