

WONO: GOODWILL VERVE- A BUILDING/INTERNAL & EXTERNAL PAINTING WORK-01

# **AGREEMENT**

FOR SUPPLYING & APPLYING OF INTERNAL & EXTERNAL PAINTING WORK AT

CHOICE LIFESTYLE- GOODWILL VERVE "A-BUILDING"

THIS AGREEMENT IS MADE AND EXECUTED AT PUNE
ON THIS 29<sup>TH</sup> MAY 2024.

Contractor's signature

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#### AGREEMENT BETWEEN

#### THE PARTY OF FIRST PART

M/s. CHOICE LIFESTYLE THROUGH its one of the partner MR. AMIT ASHOK AGRAWAL Occupation: Business, residing at - Pune, hereinafter referred to as "THE DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to means and includes the firm, partners, respective heirs, executors and administrators)

### THE PARTY OF SECOND PART

To,

#### **VISION DEVELOPERS**

Mr. Mahesh Eknath Karche

Address: S.N.13/2B Shop No.1, Sukhsagar Classic Building,

Suksagar Nagar, Pune-411048 Mobile No.: 9850421955

**PAN No.:** KRGPK9339K **GST No.:** 27KRGPK9339K1ZX

Email ID: sauravdecorators@gmail.com

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

WHERE AS Party of the first part is the developer and intend to start the Internal & External Painting Work for the site situated at "GOODWILL VERVE A-BUILDING", S.No.35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshavnagar, Pune-411036.

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

Contractor's signature

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

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

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

#### ARTICLE: 1 GENERAL CONDITION OF CONTRACT

- 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/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.
- 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

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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 painting 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.
- 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 Developer and Non-Conformity (NC) shall be cleared by Contractor before submission of next RA Dill 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.

#### ARTICLE: 2 SCOPE OF WORK

Labour + Material Internal & External Painting Work at GOODWILL VERVE A-BUILDING
as per the drawings & specifications provided by the Developer, including shifting of
material within the site including clearing the surface by removing all obstacles such as
nails, wires etc. Contractor should execute the work as per the instruction of EngineerIn-Charge.

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- 2. Covering of all sides of windows, skirting, furniture, dado, flooring, etc., is in the contractor's scope.
- All edges, switch plates, AC grilles, dhar Pattis of wooden doors, handles of doors frames windows, tracks to be covered with Abro tape, plastic sheet, newspapers as required.
- 4. No surface like window frames, tracks of doors, glass of doors & windows be left open during sanding, painting and putty application.
- 5. Sanitary fixtures, Marble counters, wardrobes etc., when fixed should be got covered with plastic sheets.
- 6. AC indoor machines to be covered with plastic sheets were installed to avoid dust invasion into machines.
- No agency or painters should enter the premises after Aster coat with dirty hands and foot.
- 8. Gloves to be provided to agencies fixing fixtures to avoid hand stains on walls and ceilings.
- 9. Cleaning after painting, all Abro tapes, newspapers, plastic sheet to be removed without causing damage to the surface.
- 10. Cleaning after painting all edges, switch plates, drops of paints, if fallen to be removed properly without damage to the surface.
- 11. Floor Covering will be done with protection sheet with masking tape. Required all covering material is in contractor's scope.
- 12. Dado covering shall be done with plastic and other all items such as furniture, windows, door shutters, door frames etc., can be covered with newspaper if required due to which paint cannot drop on such items.
- 13. Ladder bottom should be covered with use of plastic bag to prevent flooring from scratches.
- 14. Proper cleaning of surface on which paint to be done. As removing all stains, cement, dust by scraping with polish paper/ any other material.
- 15. After painting all cleaning should be done contractor.

Contractor's signature

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- 16. Contractor will provide material such as clothes for cleaning, patras, brush, rollers, spray machine, ladders and zula, gandola, scaffolding, etc., as of required and approved (by developer) quality and make at his own cost.
- 17. Contractor should take all safety precaution, labour insurance & other statuary compliances for their own staff.
- 18. Skilled labor must be deployed for working.

### ARTICLE: 3 PROCEDURE DURING PAINTING WORK

- Sanding paper of appropriate number (80 No) would be used for sanding the uneven surfaces.
- 2. Cracks to be filled after this and left to dry for about 1 to 2 hours.
- 3. Primer coat (If Applicable) of approved brand to be applied & left for drying about 1/2 to 1 day.
- 4. Putty to be applied in 2 coats either acrylic or prepared by painter.
- 5. After drying of putty, sanding of surface again by 150 -200 Number paper.
- Fixing of AC grilles, switch plates etc. covering them with proper abro tape and protection.
- 7. Touch up as required by putty coat.
- 8. 1<sup>st</sup> Coat of paint (Acrylic Emulsion).
- 9. Touch up / sanding / etc as required.
- 10. Final painting coat of Acrylic Emulsion.

#### ARTICLE: 4 SAFETY AND GENERAL RESPONSIBILITIS

4.1 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.

Contractor's signature

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Office: Road No.8, Vishrantwadi Airport Road, Adarsh Colony, Tingre Nagar, Pune- 411032
Phone No: +91 96238 78731 | Email id: <a href="mailto:estimation@choicegoodwill.com">estimation@choicegoodwill.com</a>

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certificate of 100% will be issued for payment with documents attached by Engineer In-Charge as below:

- 2. 5% (Five Percent) from each running bill shall be deducted as retention amount. The retention amount will be released 1 year after 100 % virtual completion certificate given by the Architect and entire satisfaction of Architect, Developer, and Consultant. It shall be the sole discretion of the developer to decide on the percentage of retention amount and be released based on factors like speed of work, quality of work, cleaning, behavior, personal attendance, quality of supervision, levels of skill and expertise of Labor and other related factors.
- 3. Retention shall be paid only on 100% completion of work and subject to the terms and outlines appearing in this agreement. In case of part completion on account of termination or Contractor not completing his work, retention amount shall be forfeited. Retention money shall be withheld if work is not completed in the time, Quality, Rectifications, and Cleaning and has been clearly and specifically understood by the Contractor.
- 4. Developer has a right to retain the amount if Contractor does not do Cleaning, Quality, etc.
- 5. All the works executed under the instructions, acceptance and certified by the Engineer in charge, based on the rates, terms and conditions of the contract.
- 6. Recovery of advance payments if any, retention money and any other dues will be recovered from the contractor under this contract.
- 7. Supporting documents, measurement sheets and any other documents as may be required for certification of the bills. The balance 5% payment of the interim bills will be retained as "Retention Amount".
- 8. Defects Liability Period The period of 12 (Twelve months) calendar months from the date of issue of WORKS COMPLETION CERTIFICATE shall be as the "Defects Liability Period". In case any defects in the work due to bad workmanship develop in the Works before the expiry of this period, the Contractor on notification by the Employer shall rectify or remedy the defects at his own cost and shall make his own arrangements to provide materials, labor, equipment and any other appliances required in this regard.

Developer's Signature

Contractor's signature

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#### ARTICLE: 6 MODE OF MEASUREMENTS & RATE

- 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.
- Annexure Rates are Exclusive of GST as applicable and Inclusive of all other taxes, Insurance, Transportation of men material, machineries and equipments, 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.

### ARTICLE: 7 BILLING DETAILS

Firm Name: Choice Lifestyle

Firm GST No.: 27AAOFC1825B1ZR

Firm Address: Koad No.8, Vishrantwadi-airport road, Adarsh Colony, Tingre Nagar,

Pune- 411032

Site Name: Goodwill Verve "A-Building"

Contractor's signature

Developer's Signature

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

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

**Encl: Annexure** 

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

#### WITNESS:

1. Sign

Name:

2. Sign

Name:

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

1. Sign

Name:

2. Sign

Name:

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Project: Goodwill Verve "A Building" Activity: Internal & External Painting Work

	Number of Coat	Specification	Unit	Estimated Quantity	Rate	Amount
-	Internal Painting-1 2 Coat Putty					
	(4 Coat)	Emulsion.				<del> </del>
1		Flat Painting- 1st Floor Flat Wall & Ceiling Flat No(101 102 103 8 103)				
1			Sq.ft	11625.07	6	1,04,625,60
			Sq.ft	296715.68	6	26.70.441.15
			Sq.ft	44695.31	6	4 02 257 78
!		Staings Colling Landing, Midlanding & Waist Slab	Sq.ft	2103.53	σ	10 021
1		Stan Lase Celling- Landing, Midlanding & Waist Slab	So ft	20 27.00		10,331.//
1		Hoor Lift Lobbies/ Passages Ceiling	Sq.ft	11067.11	n 0	20,484.27
	External Painting-2 (4 Coat)	2 Coat Fine Putty, 2 Coat ACE Paint (With Joint grinding).				
1		Basement Ceiling, Beams, Walls & Column	-			
		Parking- Ceiling & Walls	Sq.ft	28874.48	11	3,17,619.33
			Sq.ft	9302.99	11	1,02,332.89
	External Painting-3 (5 Coat)	1 Coat Coarse Putty, 2 Coat Fine Putty, 2 Coat ACF Paint (With Inits mindion)				
		Basement- Retaining Wall	Sa.ft	4471 00	13	
-1-				00:1	27	28,123.00
	External Painting-4 (4 Coat)	External Painting-4 1 Coat Popular External Primer and 2 Coat Excel External (With Crack sealing & (4 Coat)	<u> </u>			7
		Parking- Beams & Column	45 %	-		
+		Fire Staircase & Staircase- Walls	34.1t	10/63.32	11	1,18,396.52
		Lift Lobbies- Walls	Sq.#	16920.65	11	1,86,127.15
		Dry Balconies- Walls	Sq.ft	18730.66	11	2,06,037.26
	1	All Types of Direte. Wall	Sq.ft	14033.84	11	1.54.372.29
<del>  </del>		IIIONA COSTO A	Sq.ft	34168.50	11	3,75,853.50
	External Painting-5	External Painting-5 1 Coat No Damp Primer Undilluted and 2 coats of Excel Table				
	(4 Coat)	(With Crack sealing & Scaffolding or gandola included)				
	7	All 4 Side Elevation Walls (Including Plaster Attach Terraces Walls)	4 50	10202		
		Terrace Floor- Parapet Wall ,OHWT & Staircase Cap	Saff	553633	13	13,47,292.69
-+3				00.000	3	/1,9/2.29
-1-	wnite wash	White Wash	+	+	+	
	7	Lift Shafts	Sq.ft	14665 41	3	CC 200 CV
. 10	Oil Paint (3 Coat)				-+	43,996.23
4-	T	Epoxy Primer & 2 Coats of epoxy paint			+-	
	4	Wis Balcony Kalling Work	Sq.ft	6541.60	15	98.124.00
0	Oil Paint 2	2 Coat of Satin Finish oil paint				
	S		-			
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