

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

WORK ORDER NO: GOODWILL VERVE "B BUILDING" / TILING WORK-01

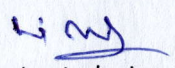
WORK ORDER / AGREEMENT

FOR TILING WORK AT

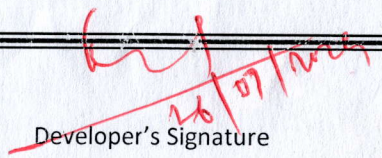
CHOICE LIFESTYLE- GOODWILL VERVE- "B-BUILDING"

THIS AGREEMENT IS MADE AND EXECUTED AT PUNE

ON THIS 26TH JULY 2024.


Contractor's signature

Page **1** of **14**


Developer's Signature

WORK ORDER NO: GOODWILL VERVE "B BUILDING" / TILING WORK-01

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,

LIMBYA RATHOD

Mr. Limbya Rathod

Address: Shivneri Nagar, Lane No.28, Kondhwa Khurd, Pune-411048.

Mobile No.: 9822323898 / 9652958271

PAN No.: AJIPR8168B1Z

GST No.: 27AJIPR8168B1ZW

Email ID:

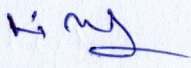
Work Order for "Tiling Work" for Proposed Residential Building for M/s. Choice Lifestyle Developer Site- "GOODWILL VERVE- B BUILDING", S.No.35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshavnagar, Pune-411036.

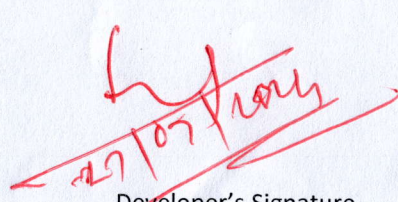
Kind Attention: Mr. Limby Rathod

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 : 3,00,000/- (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


Developer's Signature

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WHERE AS Party of the first part is the developer and intend to start the **Tiling Work** for the site situated at **"GOODWILL VERVE B-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 **Tiling Work** as per the Developer instructions.

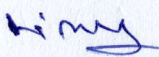
And **WHERE AS** contractor have approached the Developer and shown his desire and willingness to execute the said work for which the Developer has given consent.

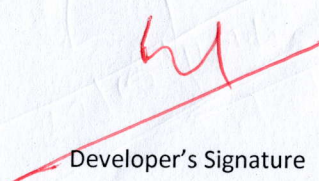
and **WHERE AS** it has been agreed by the Developer and contractor that the contractor will do work on **"GOODWILL VERVE B-BUILDING", S.No.35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshav Nagar, Pune-411036**, on the following terms and conditions.

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

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

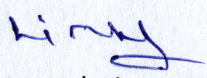

Developer's Signature


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3. 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.
4. Water & Electricity required for Tiling 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.
5. 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.

B. SPECIFICATION FOR WORK (LABOUR WORK)

1. Kitchen Granite Platform Work (Granite cutting, polishing, fitting including Sink & Kadapa work).
2. Granite Door Frame work. (Granite cutting, polishing, fitting at Toilets.)
3. Granite Top for Outer Basin. (Granite cutting, polishing, fitting)
4. Dado work. (Dado Tile fixing work at Toilets & Kitchen)
5. Ventilator Frame Work. (Granite cutting, polishing, fitting at Toilets)
6. Window Sill Patti work. (Granite cutting, polishing, fitting at Windows)
7. Flooring work. (Including Vitrified, Ceramic, Antiskid Tile flooring at Showrooms)
8. Skirting Work. (Including Vitrified, Ceramic, Antiskid Tile flooring at Showroom)
9. Umbra Patti Work. (Granite cutting, polishing, fitting at Main Door.)
10. Common Area works such as Staircase, Lift Lobby, Passage, Entrance Lobby Flooring, Skirting, etc.
11. Paving Block / Chequered Tile / Cobbler Stone Fixing Work.


Contractor's signature


Developer's Signature

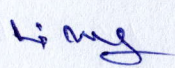
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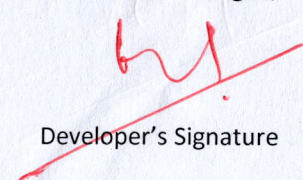
C. ITEMS INCLUDED IN CONTRACT VALUE

The Contract Value is inclusive and covers the costs of Labour, Insurance, All Types of Taxes (including Labour Laws), Duties, Service Tax, Central / State/ Local Statutory Requirements, Levies, Erection, Construction, Testing of Material, Samples brought for approval, Setting up Mock ups for approval, Temporary Arrangements for work, Lighting / Fans, Tools and Tackles, Plants, Equipments, Supervision, Overheads, Profit and any other Expenditure incurred for completion of RCC work as per the drawings and specifications.

D. LIABILITY AND RESPONSIBILITY OF CONTRACTOR:

- 1) The watch and ward in respect of all plant and machinery at the said Project for use in work, shall be the Contractor's sole responsibility. The Contractor shall at his own cost insure (Contractor's All Risk Policy) the works and his labour comprehensively against, loss or damage by fire and / or earthquake and / or any other natural calamity and / or any accident at work place until the Completion Certificate is issued and keep the Developer indemnified. The Contractor must place the Insurance Policy with the Principal in the joint name of Principal and the Contractor, the premium for which shall be borne by the Contractor. The Contractor shall deposit the policy along with all its amendments and the receipts paid for the premium with the Developer.
- 2) It is hereby agreed by & between the parties here to that, the contractor shall be solely responsible and liable for any accident at the work place to his labours / others, due to their work during the contract and the principal shall never be responsible for any mishap / accident at the work place / site, the contractor shall abide by the provisions of safety given as per the Building & other Construction Worker Act - 1996
- 3) The Contractor shall have registrations with the Local Labour Commissioner and copies of such Labour Licenses shall be submitted to the Principal, the Contractor shall be responsible for due payments of their labour and observing the labour laws. The Contractor shall also abide by the rules in respect of Child Labour, Minimum Wages,


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Provident Fund, Employee's State Insurance, etc. and for the said project / works and the Contractor keep indemnified the Developer and / or their employees from any of the suit, claim, demand etc.

E. LIABILITY AND RESPONSIBILITY OF CONTRACTOR:

The Defects Liability Period for the above-mentioned works shall be Two year, after the completion of work. The Contractor shall rectify the defects brought to their notice during this period at their own cost. If the Contractor does not clear the defects, the Developer will be at the liberty to get the defects rectified from some other agencies and deduct the costs thereof from the payments of the Contractor.

F. CONSIDERATION AND PAYMENT:

The Party of the First Part agrees to pay to the Party of the Second Part the total of all-inclusive consideration of Rs. 3,00,000/- In words, **Three Lacs only**. For the work undertaken by the Party of the Second Part pursuant to the provisions of this Agreement. All taxes, duties, cesses, levies etc payable under this Agreement or in respect of the transaction contemplated under this Agreement or which may be payable in respect of the consideration by the Party of the First Part to the Party of the Second Part under this Agreement, including VAT, Service Tax shall be solely borne by the Party of Second Part and the Party of the First Part shall have no liabilities in this respect. The amount shall be paid by the Party of the First Part as per Schedule attached.

G. DISPUTE RESOLUTION CLAUSE:

That in the event of any dispute or difference between the Party of First Part and the Party of Second Part arising out of this agreement or as to the interpretation of any terms of this

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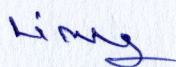
Agreement, on account of any claim by or against the other or in respect of the said construction work, the same shall be referred to sole arbitrator and his decision shall be final and binding. Such arbitration shall be governed by the provisions of The Arbitration & Conciliation Act, 1996.


H. SAFETY AND GENERAL RESPONSIBILITIES:

- 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.
- 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.
- 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.
- 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.
- 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.

I. TERMINATION OF WORK ORDER:

- 1) The Work Order shall be terminated in case of misbehavior, disobedience, dishonesty or negligence on the part of Contractor and/or his personnel or Contractor's failure to execute, complete and deliver the Work within the specified / reasonable time as decided by the Developer. Upon any such termination, the Developer shall pay in accordance with the following:


Contractor's signature

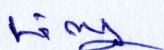

Developer's Signature

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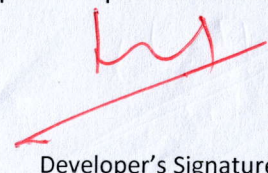
- All amounts due and not previously paid to Contractor for Work completed in accordance with the Order prior to any notice of termination, and for Work completed thereafter as specified in the notice, after deducting an amount as may be considered suitable to adjust for loss of work caused due to the Termination.
- The Developer has all rights, to recover from the Contractor, any loss that is incurred or foreseen due to the Contractor's default. The Developer shall not be held responsible for any damage, either direct and / or indirect, to the Work Contractor consequent on his exercising his right to early terminate or suspend the Order.

J. TERMS OF PAYMENT

- a. 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:
- b. **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.
- c. 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



Contractor's signature



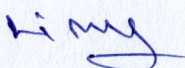
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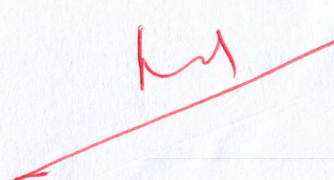
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- d. termination or Contractor not completing his work, retention amount shall be forfeited. Retention money shall be withheld if work is not completed in the time, Quality, Rectifications, and Cleaning and has been clearly and specifically understood by the Contractor.
- e. Developer has a right to retain the amount if Contractor does not do Cleaning, Quality, etc.
- f. 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.
- g. Recovery of advance payments if any, retention money and any other dues will be recovered from the contractor under this contract.
- h. 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".
- i. 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.

K. 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.


Contractor's signature


Developer's Signature

Office: Road No.8, Vishrantwadi Airport Road, Adarsh Colony, Tingre Nagar, Pune- 411032
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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.

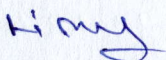
L. BILLING DETAILS:

Firm Name: Choice Lifestyle

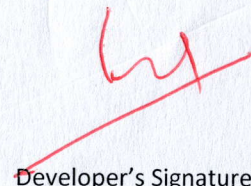
Firm GST No.: 27AAOFC1825B1ZR

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

Site Name: Goodwill Verve "B Building".



Contractor's signature



Developer's Signature

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Phone No: +91 96238 78731 | Email id: estimation@choicgoodwill.com

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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:

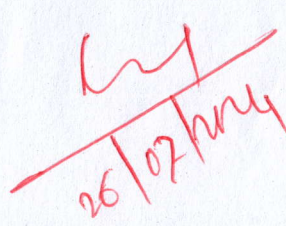
SIGNED AND DELIVERED by the within named
'Contractor' M/S. LIMBYA RATHOD by the hands of
its dully empowered Proprietor and Authorized
Signatory

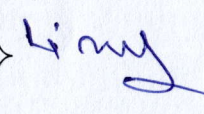
1. Sign

Name:

2. Sign

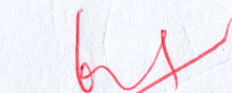
Name:


26/07/2024





Contractor's signature



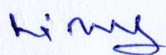
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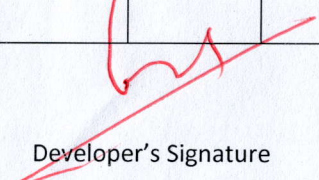
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ANNEXURE

Sr. No.	Description	Unit	Approx. Quantity	Rate	Amount
1	FLOOR TILING WORK				
1.1	<u>Flooring Work:</u> Including Sorting of tiles, fitting as per procedure & design given by Engineer In charge, tile joint filling with tile grout, marking, cutting & finishing of plumbing points, cleaning plumbing points and surface area after completion of work.				
	Flooring - Vitrified/Ceramic/Antiskid Tile Floor fixing without Spacer. (Tile Size- 600mmx1200mm)	Sq.ft	3487.00	21.00	73,227.00
	Flooring - Vitrified/Ceramic/Antiskid Tile Floor fixing without Spacer (Tile Size- 600mmx600mm)	Sq.ft	88.25	19.00	1,676.75
	Gymnasium Flooring from Wastage - Tiles provided by developer.	Sq.ft	666.39	23.00	15,326.97
	Toilet, Store Room & Filter Room Flooring - Vitrified/Ceramic/Antiskid Tile Floor fixing without Spacer (Tile Size- 600mmx600mm)	Nos	12.00	650.00	7,800.00
1.2	<u>Dado Work:</u> Including Sorting of tiles, fitting as per procedure & design given by Engineer In charge, tile joint filling with tile grout, marking, cutting & finishing of plumbing points, cleaning plumbing points and surface area after completion of work.				
	Toilet, Wash Basin & Pantry Dado Work - Vitrified/Ceramic/Antiskid Tile Dado fixing without Spacer. (Tile Size- 600mmx300mm)	Sq.ft	1028.01	22.00	22,616.22
1.3	<u>Skirting Work:</u>				


Contractor's signature


Developer's Signature

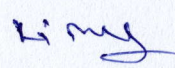
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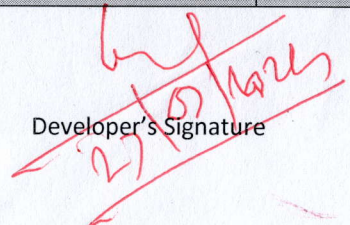
	Including Sorting of tiles, Cutting & fitting as per procedure & design given by Engineer In charge, tile joint filling with tile grout, marking, cleaning plumbing points and surface area after completion of work.				
	Skirting - Vitrified/Ceramic/Antiskid Tile Skirting fixing without Spacer. (Tile Size- 600mmx1200mm)	R.ft	521.51	19.00	9,908.69
	Skirting - Vitrified/Ceramic/Antiskid Tile Skirting fixing without Spacer. (Tile Size- 600mmx600mm)	R.ft	296.23	19.00	5,628.37
1.4	Granite Door, Window & Ventilators Frame & Sill Patti (Single Patta) Work: Including Sorting, Cutting & fitting of Granite Door & Window Frame work as per procedure & design given by Engineer in Charge.				
	Granite Door, Window & Ventilators Frame & Sill Patti - Labour Charges for Granite Door Frame including cutting, Fitting & both side edge polish.	R.ft	296.69	55.00	16,317.95
1.5	Granite Door Frame (Double Patta) Work: Including Sorting, Cutting & fitting of Granite Door Frame work as per procedure & design given by Engineer in Charge.				
	Toilet Doors - Labour Charges for Granite Door Frame including cutting, Fitting & One side edge polish & other side chamfer making with edge polish.	R.ft	166.48	100.00	16,648.00
1.6	Granite Door Threshold (Umbra Patti) Work: Including Sorting, Cutting & fitting of Granite Threshold (Umbra Patti) work as per procedure & design given by Engineer in Charge.				
	Main Door & Toilets Door - Labour Charges for Granite Threshold (Umbra Patti) including cutting, Fitting & both side	R.ft	45.57	55.00	2,506.35

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	edge polish.				
1.7	Granite Wash Basin Counter Work: Including Sorting, Cutting, Fitting & Polishing of Granite Wash Basin Counter work as per procedure & design given by Engineer in Charge.	Nos	1.00	1100.00	1,100.00
1.8	Granite Kitchen Platform (Otta) Work: Including Sorting, Cutting, Fitting Polishing, Extra Patti required for Granite Kitchen Platform (Otta) work as per procedure & design given by Engineer in Charge.	R.ft	7.87	525.00	4,131.75
2	LIFT LOBBIES TILING WORK				
2.1	Lift Lobbies Granite Flooring - Labour charges for Granite Flooring work with or without spacer.	Sq.ft	611.72	67.00	40,985.24
2.2	Lift Lobbies Granite Skirting - Labour charges for Granite Skirting work	R.ft	275.24	30.00	8,257.20
3.	LIFT DOOR FRAMES GRANITE CLADDING WORK				
3.1	Lift Door Frames- Granite Cladding Patta Including Sorting, Cutting, Fitting, Polishing & Groove Making Door Jambs, Granite Cladding Patta work with both side edge polish as per procedure & design given by Engineer in Charge.	R.ft	230.33	60.00	13,819.80
3.2	Lift Door Frames- Granite Groove Making with Polish.	R.ft	106.30	16.00	1,700.80
4.	STAIRCASES TILING WORK:				
4.1	Staircases Granite Tappa (Tread & Riser) - Labour Charges for Staircase Granite Tappa Work.	R.ft	464.75	100.00	46,475.00
4.2	Staircases Tappa Skirting Work - Labour Charges for Staircase Tappa Skirting Work.	R.ft	202.77	60.00	12,166.20
Total Amount					3,00,292.29
On Lumpsum Basis					3,00,000.00


Contractor's signature


Developer's Signature