

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

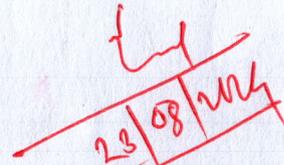
**AGREEMENT**

**FOR SUPPLYING & APPLYING OF INTERNAL & EXTERNAL PAINTING WORK AT**  
**CHOICE LIFESTYLE- GOODWILL VERVE "B-BUILDING"**

**THIS AGREEMENT IS MADE AND EXECUTED AT PUNE**  
**ON THIS 23<sup>RD</sup> AUGUST 2024.**



Contractor's signature



Developer's Signature

**WONO: GOODWILL VERVE- B BUILDING/ INTERNAL & EXTERNAL PAINTING 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,

**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

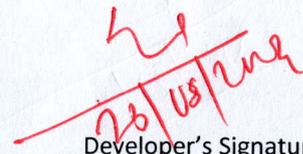
Here in after referred to as **"Contractor"** (which expression shall unless repugnant to the context or contrary to the meaning therefore mean and include its representatives, administrators, executors, assignees etc.)

**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 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 **Internal & External Painting Work** as per the Developer instructions.



Contractor's signature



Developer'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 B-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**

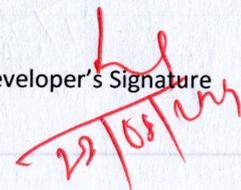
1. Contractor shall execute the work in strict consultation with the principals' and in condition with other agencies appointed by the principal.
2. Contractor shall have to appoint and authorize a supervisor/senior site in-charge/senior project manager along with its Project team, who shall be available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

Contractor's signature



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Developer's Signature



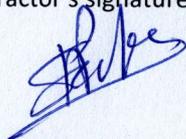
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- damages by reason of any act, or any negligence or omission on the part of the Contractor, the amount of any costs or charge (including costs and charges towards legal proceedings) which the principal may incur in reference thereto, shall be charged 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 painting 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 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**

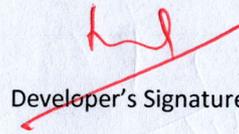
1. Labour + Material Internal & External Painting Work at **GOODWILL VERVE B-BUILDING** as per the drawings & specifications provided by the Developer, including shifting of material within the site including clearing the surface by removing all obstacles such as nails, wires etc. Contractor should execute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

Contractor's signature



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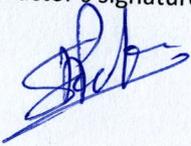
Developer's Signature



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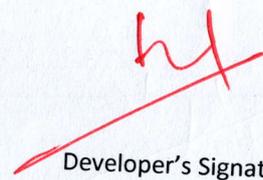
2. Covering of all sides of windows, skirting, furniture, dado, flooring, etc., is in the contractor's scope.
3. All edges, switch plates, AC grilles, dhar Pattis of wooden doors, handles of doors frames windows, tracks to be covered with Abro tape, plastic sheet, newspapers as required.
4. No surface 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.
7. 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 etc., as of required and approved (by developer) quality and make.
17. Contractor should take all safety precaution, labour insurance & other statutory compliances for their own staff.
18. Skilled labor must be deployed for working.

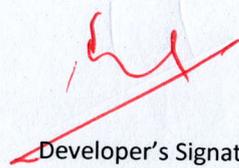
**ARTICLE: 3 PROCEDURE DURING PAINTING WORK**

1. 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.
6. 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 RESPONSIBILITIES**

- 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

  
Developer's Signature

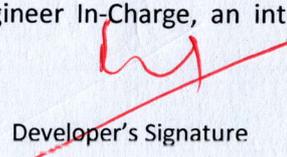
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- 4.2 The Developer shall not be liable to the Contractor for any claim for loss or profits or any other consequential or indirect damages that may be suffered by the Contractor during the execution of the work.
- 4.3 Contractor shall at all-time keep the Builder fully indemnified against any consequences arising out of Work Contractor's own or on account of Contractor's default or negligence.
- 4.4 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.
- 4.5 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.
- 4.6 **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.

**ARTICLE: 5 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

  
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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, Principal, and Consultant. It shall be the sole discretion of the principal 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.

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

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 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

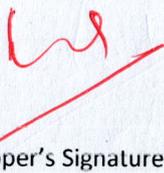
**Firm GST No.:** 27AAOFC1825B1ZR

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

**Site Name:** Goodwill Verve "B-Building"

  
Contractor's Signature

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Developer's Signature

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**ANNEXURE**

Sr. No.	Description	Unit	Approx. Quantity	Rate	Total Amount (L+M)
	<b>INTERNAL &amp; EXTERNAL PAINTING (LABOUR + MATERIAL)</b>				
1	<b>Internal Painting Work - 2 Coat Putty, 2 Coat paint, Asian / Nerolac Tractor Emulsion/Beauty Smooth Emulsion.</b> 1) Ground Floor to 2nd floor- Walls & Ceiling 2) Staircase- Waist Slabs & Midlanding Ceiling 3) Lift Lobbies- Walls & Ceiling	Sq.ft	11,912.41	9	1,07,211.70
2	<b>External Painting Work - Scrachtech Texture as per approved brand Plus Popular External Primer and 2 coats Excel External Paint at all other duct walls and staircases, staircase window walls etc. (With Crack sealing &amp; Scaffolding or gandola included)</b> 1) External Walls/ Elevations- All sides 2) Parapet, OHWT, Staircase Cap- Walls	Sq.ft	12,572.46	32	4,02,318.72
3	<b>External Painting Work</b> Popular External Primer and 2 coats Excel External Paint at all other duct walls and staircases, staircase window walls etc. (With Crack sealing & Scaffolding or gandola included) 1) Staircase- Walls	Sq.ft	3,012.63	11	33,138.91
4	<b>White Wash- <del>Primer</del> + ACE 1 Coat <i>Primer</i></b> 1) Lifts- Walls	Sq.ft	1,609.76	3	4,829.27
5	<b>Oil Paint-</b> 1) Staircase Railing - 1 Side Measurement	Sq.ft	264.18	10	2,641.81
<b>Total Amount</b>					<b>5,50,140.41</b>

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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:

