

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 ELEMENTS / BASEMENT WATERPROOFING WORK-01



AGREEMENT

FOR SUPPLYING AND APPLYING HDPE MEMBRANE & SMARTCARE PU MGNM

CHOICE DEVELOPMENTS- GOODWILL ELEMENTS

THIS AGREEMENT IS MADE AND EXECUTED AT PUNE

ON THIS 14TH OCTOBER 2024.



Contractor's signature



Developer's Signature

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AGREEMENT BETWEEN

THE PARTY OF FIRST PART

M/s. CHOICE DEVELOPMENTS 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,

M/S KELTECH SOLUTIONS

Mr. Brijesh Kela

Address: 1, Jaya Niwas, Kalewadi, Rahtani, Pimpri-Chinchwad,
Pune-411017

Pan No.: AAYFK1556D

GST NO.: 27AAYFK1556D1Z1

Email ID: keltech.in@outlook.com

WHEREAS the Partners/Owners of property bearing KORBHAN PLOT, S.NO.291, DY PATIL COLLEGE ROAD, **LOHEGAON, PUNE-411036** & the first Party is intending to construct a multistoried residential apartment under the scheme known as **"GOODWILL ELEMENTS"** on this land, hereinafter referred to as **"the Said Project"**

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


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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.

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.

AND WHEREAS That the Scope of work of the Party of Second Part, includes detail study and application of the methodology to be adopted for the construction of the said proposed project '**GOODWILL ELEMENTS**' Korbhan Plot, S.No.291, DY Patil College Road, LOHEGAON, Pune-411036.

AND WHEREAS the Developer 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:**

A. GENERAL CONDITIONS OF CONTRACT

1. Contractor shall execute the work in strict consultation with the Engineer in Charge and in coordination 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

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- 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 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 workmanship. If case of rework done because of improper quality, material and labour cost required for rework is in the scope of contractor.
 8. Contractor's authorized person or Contractor shall be present on site for weekly review meeting more than site team or as per Site in-charge instruction.

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B. SCOPE OF WORK (CONTRACTOR):

1. Supplying of Asian Paints- Product Code 5670 Smartcare Preapply HDPE 80 High Density Polyethylene Membrane for Pre-Application for Basement waterproofing material, labour and services for per the drawings, specification, procedure provided by the Manufacturer/developer, including shifting of material within the site. Contractor should execute the work as per the instructions of engineer in-charge.
2. Technical Specification- Asian Paints- Product Code 5670 SmartCare Preapply HDPE 80 High Density Polyethylene Membrane for Pre-Application.


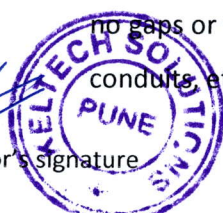
PROPERTY	TYPICAL VALUE	TEST METHOD
Colour	White	
Thickness (Composite)	>1.5mm	ASTM D3767
Elongation	>500%	ASTM D412
Tensile strength, film	>25 MPa	ASTM D412
Resistance to hydrostatic head	70m	ASTM D5385
Low Temperature Flexibility (<-23 0 C)	Pass	ASTM D1970
Crack Cycling at -23 0 C	Pass	ASTM D412
Puncture resistance	Min.1000 N	ASTM D412
Peel adhesion to concrete	>1200 N/m	ASTM D903
Lap peel adhesion	>450 N/m	ASTM D1876
Dimension Stability	<0.5%	ASTM D1204-14

3. Application Method- Asian Paints- Product Code 5670 Smartcare Preapply HDPE 80 High Density Polyethylene Membrane for Pre-Application.

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.

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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 SmartCare 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 waterproofing membrane by brush. Brush a thin layer of Contact Adhesive Prime to cover the particulates on overlap area. When primer dries, 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 Apply HDPE 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


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The concrete must be poured within 21 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.

4. Supplying of **Asian Paints- Product Code - 1A69 Smartcare PU Magnum US (Under Screed)** for Basement waterproofing material, labour and services for per the drawings, specification, procedure provided by the Manufacturer/developer, including shifting of material within the site. Contractor should execute the work as per the instructions of engineer in-charge.
5. **Technical Specification- Asian Paints- Product Code- 1A69 Smartcare PU Magnum US (Under Screed)**


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PARAMETERS	ASTM/TEST STANDARD USED	TYPICAL VALUE WITH UNIT
Elongation at break	ASTM D 412	> 600%
Tensile Strength	ASTM D 412	3 – 4 MPa
Hardness (Shore A scale)	ASTM D2240	> 50 Shore A
Pull Of Adhesion (Concrete surface failure)	ASTM D 4541	Minimum 1.5 MPa
Service Temperature		-30 deg to +80 deg C
Solid content	ASTM D 1644	85±2%
Water impermeability on coated concrete @5 bar for 72 hours (Resistance to Hydrostatic head > 50m)	BS EN 12390-8	No Leakage
Application Temperature		10 deg to 40 deg C
Tack free time		8-12 Hrs
Light Pedestrian traffic time		24 Hrs
Final curing time conditions		30 deg C, 55% RH 7 days
Crack bridging	ASTM C 1305	> 3 mm
Self-life		12 months
Typical Consumption		Min 1.5 Kg/per sqm in 2 coats

6. Application Method- Asian Paints- Product Code- 1A69 Smartcare PU Magnum US (Under Screed)

1. Substrate Preparation

1.1 Concrete substrates: Substrate must be dry, clean, free of grease, loose particles, dust etc. Substrate compressive strength should be at least 20 MPa, cohesive bond strength at least 1.5 MPa. New concrete structures need to cure for at least 28 days before application of the waterproofing system.

Prepare the concrete surface using the concrete surface grinder/wire brush. Any existing cavities and cracks in concrete should be filled with the appropriate repairing materials in advance.

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1.2 Metal surfaces should be dry and clean, free of grease, loose particles, dust etc. that may hinder adhesion. Surface should be prepared to ST2 thorough scraping (with hard-metal scraper) and wire brushing – disc-sanding – etc. Loose scale, rust and foreign matter should be removed by Sandblasting (SA2). Finally, the surface should be cleaned with clean and dry compressed air or a clean brush. It should have a faint metallic sheen post the surface preparation.


1.3 Primer Application:

Once the surface preparation is completed (moisture content <10% before priming), the surface should be primed with Asian Paints SmartCare two component Water-based Epoxy Primer with a min consumption of 100 -150 g per sqm. If the surface is highly porous (dry patches visible post application primer), second coat of primer will be required.

7. 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 developer/ consultant.
8. Mobilization of all equipment's and machineries is in the scope of Contractor.
9. All machineries, manpower, tools & tackles, consumables required for successful work completion is in the scope of contractor.
10. Dewatering of ponded water & leftover debris removing from site surface where waterproofing treatment is to be done is the scope of developer.

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.


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- 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.

D. TIME

Start Date: **20/10/2024**

Completion Date: **20/01/2025**

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E. TERMS OF PAYMENT

1. The Contractor shall submit running bills after completion of Podium Waterproofing 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. **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.



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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 "10 Years" from the date of completion of waterproofing treatment, provided that the warranter will not responsible for leakage caused by earthquake or structural defects, or misuse of waterproofing done or alternation for such purpose.
 - a) Misuse of any portion shall mean any operation, which will damage waterproofing treatment, like hammering and things of the same nature, which might cause damage to the treated surface.
 - b) Alteration shall mean construction of an additional structure adjoining to existing, whereby waterproofing treatment is removed in parts.
 - c) The Warrantor up to the period of warranty shall rectify any defect found after the observance (a) & (b) in letter and spirit, at no extra cost.
 - d) The warrantor shall be given the necessary access at the time of rectification without any consequential charges. Warrantor is not responsible for any Consequential damages.
 - e) If there is any rendering done on the original surface, the warrantee shall expose the same and offer the surface to the warrantor to rectify the same.
 - f) This warranty is valid only if 100% payment is done by the warranty as per the terms and conditions agreed upon.

F. 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



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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



E. BILLING DETAILS:

Firm Name: Choice Developments

Firm GST No.: 27AAJFC7120L1ZB

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

Site Name: Goodwill Elements.



Contractor's signature



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ANNEXURE

Sr. No.	Description	Unit	Approx. Quantity	Rate	Total Amount (L+M)
1.	Raft- PreApply HDPE - 1.5mm thick Supplying and installing of 1.5mm 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 >400% as per ASTM D 412, peel adhesion to concrete of 880 N/m as per ASTM D903, 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.	Sq.ft	22265.00	55.00	12,24,575.00
2.	Retaining Wall- PreApply HDPE - 1.5mm thick Supplying and installing of 1.5mm 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 >400% as per ASTM D 412, peel adhesion to concrete of 880 N/m as per ASTM D903, 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	Sq.ft	2439.00	55.00	1,34,145.00

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	poured concrete of base/ raft slab and confined retaining wall.				
2.	<p>Retaining Wall Treatment of all concrete defects+</p> <p>Opening the joints/cracks such as cold joint, construction joints, cracks, corner joints and areas around honeycomb in the RCC by forming V/U shape groove with approx. 15 mm x 15 mm size thereafter providing and applying SmartCare Quartz Crystalline in-depth waterproofing as a slurry application and thereafter sealing the groove with polymer modified mortar. Sealing tie-rod holes with polymer modified mortar and completing the surface preparation as per manufacturer's recommendation</p> <p>PU Magnum US Coating</p> <p>Supplying and applying solvent based high build elastomeric waterproofing coating based on pure, hydrophobic polyurethane, cold applied with brush or spray machine, membrane with an elongation of >500% and tensile strength of 3-4 MPa as per ASTM D412, crack bridging ability of 3mm as per ASTM C1305, shore A Hardness of min. 50 as per ASTM D 2240. The system includes final base preparation, water-based epoxy primer at 100 gms per SQM and applying SmartCare PU Magnum in two coats at 1.5 Kg per SQM etc. complete as per manufacturer's specifications</p>	Sq.ft	7113.00	60.00	4,26,780.00

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3.	Protection Board - HDPE Dimpled Board Providing & laying high density polyethylene (HDPE) dimpled protection and drainage sheet; over the waterproofing membrane on the retaining walls. The protection confirming to EN 13252 will have 8mm thick dimples and 500 gsm weight to it, etc. complete as per manufacturer specifications.	Sq.ft	7113.00	20.00	1,42,260.00
					Total Amount
					19,27,760.00



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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 DEVELOPMENTS
through its one of the partners by Shri: **AMIT
ASHOK AGRAWAL** in the presence of

WITNESS:

1. Sign

Name:

2. Sign

Name:

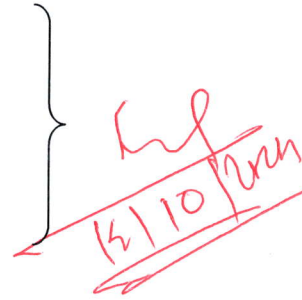
SIGNED AND DELIVERED by the within named
'Contractor' M/S. **KELTECH SOLUTIONS** by the
hands of its dully empowered Proprietor and
Authorized Signatory

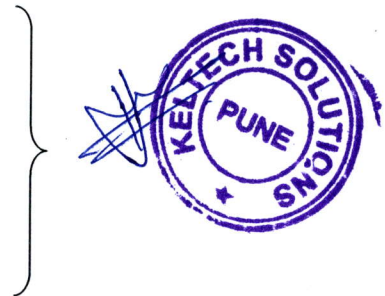
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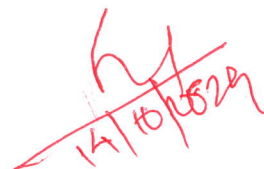
Name:


14/10/2024





Contractor's signature


14/10/2024

Developer's Signature