

**MASTER AGREEMENT**

**BETWEEN**

**Anthony Raju**

**AND**

**Prasanna Narasimha Murthy**

**AND**

**Pluckwalk Technologies Pvt Ltd**

**20 June 2022**

This master agreement is entered into on the **20** day of **JUNE** at Bangalore, India (hereinafter referred to as the “Master Agreement”)

BETWEEN

1. **Anthony Raju**, an Indian citizen with PAN **AZHPA8288J** a sole proprietorship with Identity no. **29AZHPA8288J1ZS** / a partnership firm registered under the Partnership Act, 1932 / a private limited company registered under the Companies Act, 1956 / 2013 having its registered office at **Ground Floor, 22, 11th Cross Kanakanagar, Bangalore, Bengaluru(Bangalore) Urban, Karnataka - 560032**, represented by its Authorized Signatory, Mr. **Anthony Raju** with e-mail: **jantonyraj@gmail.com**, (hereinafter referred to as “Contractor” which expression shall, unless repugnant to the context, mean and include its successors and assigns in interest) of the FIRST PART

AND

2. **Prasanna Narasimha Murthy**, an Indian citizen with PAN **AGKPP7289E** and with permanent residence address at **A 705, Glacier block , Brigade Gardenia, JP Nagar 7th Phase, bangalore 560078**, represented by its Authorized Signatory, Mr. **Prasanna Narasimha Murthy** with e-mail: **n.prasanna76@yahoo.in**, (hereinafter referred to as “Owner” which expression shall, unless repugnant to the context, mean and include its successors and assigns in interest) of the SECOND PART

AND

3. **Pluckwalk Technologies Pvt Ltd**, a company incorporated under the provisions of the Companies Act, **[2013]** and having its registered office at **16/2,2nd Floor, Sobha Alexander Plaza, Commissariat Rd, Ashok Nagar, Bengaluru, Karnataka 560025** (hereinafter referred to as “Consultant” which expression shall, unless repugnant to the context, mean and include its successors and assigns in interest) of the THIRD PART

*Consultant, Contractor and Owner are individually referred to as “Party” and collectively referred to as “Parties”.*

WHEREAS:

A. The Owner is entitled to all that piece and parcel of the property situated at **Plot No 26, Huskur - Dommasandra Road, Hosur Rd, near Munneshwara Temple, Bengaluru, 560035**, bearing no. **158** measuring **3000 sqft** and more fully described in the **SCC** (defined hereinafter) hereunder and hereinafter referred to as the Schedule Property.

B. The Contractor has been engaged in construction activities and has good

experience in construction and construction related works.

- C. The Consultant is engaged in the business of providing a platform via its website and mobile application, wherein end customers can contact construction & renovation professionals like contractors, architects, renovators, etc. and the end customers and such construction and renovation professional can mutually decide on the terms at which such professional provide construction related services to the end customer.
- D. The Owner is desirous of construction/renovation of the said Schedule Property, as per sites plan prepared by **Pluckwalk Technologies Pvt Ltd** and approved by **Prasanna Narasimha Murthy**. In furtherance of the same, the Owner is interested in procuring the services of an experienced construction agency or contractor to develop the same for the Said Works.
- E. After negotiations, deliberations and exchange of ideas, the Owner has agreed to appoint the Contractor to undertake/execute the Said Works in accordance with the Specifications and that the Contractor has agreed to execute the Said Works in accordance with the Specifications.
- F. At the request of the Client, the Consultant has agreed to monitor on behalf of the Client, the construction work pertaining to the Schedule Property, to be carried out by the Contractor, subject to the terms and conditions captured under this Agreement.
- G. The entire understanding of the Parties is captured collectively in the Master Agreement, General Conditions of Contract (GCC) and Specific Conditions of Contract (SCC). Except for items specifically identified in Clause 1.1.3 of the SCC, the provisions of the GCC will supersede the provisions of the SCC.

Capitalized terms in this Master Agreement, unless defined herein shall, in so far as the context admits, have the same meaning as has been ascribed to them in the GCC and/or the SCC. The GCC is enclosed with this Master Agreement in Part A and the SCC is enclosed with this Master Agreement as Part B.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and the year first above written.

For **Pluckwalk Technologies Pvt Ltd**,

**Signature:**\_\_\_\_\_

Name: **Arpit Rajpurohit**  
Title: Director

For **J.A Design & Construction**

**Signature:** \_\_\_\_\_

Name: **Anthony Raju**  
Title:

For **Prasanna Narasimha Murthy,**

**Signature:** \_\_\_\_\_

Name: **Prasanna Narasimha Murthy**  
Title:

Witness:

Name:  
Title:

## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

### 1. ARTICLE 1 GENERAL PROVISIONS

#### 1.1 Basic Definitions

- 1.1.1 **Applicable Law.** Any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law, by any Governmental Authority.
- 1.1.2 **Approvals.** All filings and applications with any Governmental Authority(ies), and any license, permission, approval, clearance, permit, consent, authorization, waiver, grant, exemption or order, concession, license, certificate, registrations, re-registrations, and declarations issued, granted, given or otherwise made available by or under the authority of any Governmental Authority(ies) or pursuant to any Law applicable to the Said Works.
- 1.1.3 **Agreement.** This tripartite agreement dated 20 June 2022 executed by **Anthony Raju, Prasanna Narasimha Murthy and Pluckwalk Technologies Pvt Ltd** and consisting of the Master Agreement, General Conditions of Contract ('GCC') and Specific Conditions of Contract ('SCC'). The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a written instrument signed by the concerned parties. In the event of conflicts among the General Conditions of Contract and Specific Conditions of Contract, the General Conditions of Contract shall take precedence. Notwithstanding anything to the contrary, the 'Exclusions' clause in the Specific Conditions of Contract shall supersede the provisions in the General Conditions of Contract. With the exception of the 'Exclusions' clause in the Specific Conditions of Contract, the terms of the General Conditions of Contract shall take precedence.
- 1.1.4 **Business Day.** Any day (excluding Saturdays, Sundays and public holidays) on which banks in [Bangalore/Mysuru/Hyderabad] are open for

the transaction of normal banking business.

- 1.1.5 Contractor. **Anthony Raju and J.A Design & Construction.**
- 1.1.6 Consultant. **Pluckwalk Technologies Pvt Ltd.** The obligations of and services provided by the Consultant are as detailed in this Agreement.
- 1.1.7 Drawings. The Drawings are the graphic and pictorial portions in relation to scope provided under the Agreement, wherever located and whenever issued, showing the design, location and dimensions of the Said Works, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.1.8 Effective Date. Provided for and as specified in the SCC.
- 1.1.9 Goods and Materials. Includes all the materials required to be supplied by the Contractor for completing and executing the Said Works hereunder.
- 1.1.10 Governmental Authority. (a) any national, state, city, municipal, or local government, governmental authority or political subdivision thereof; (b) any agency or instrumentality of any of the authorities referred to in (a) above; (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of Law; and/or (d) any competent court or tribunal.
- 1.1.11 Intellectual Property. Includes any of the following:
  - (i) registered and unregistered trademarks, service marks and other indicia of origin, pending trademark and service mark registration applications, and intent-to-use registrations or similar reservations of marks;
  - (ii) registered and unregistered copyrights and mask works, and applications for registration of either;
  - (iii) internet domain names, applications and reservations therefore, uniform resource locators and the corresponding internet sites;
  - (iv) trade secrets and proprietary information, including confidential information, technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, formulae, methods, designs, processes, procedures, technology, source codes, object codes, computer software programs, databases, data collections and other proprietary information or material of any type, and all derivatives, improvements and refinements thereof, howsoever recorded, or unrecorded; and
  - (v) any goodwill of the Company and in relation to any of the foregoing.
- 1.1.12 Owner. **Prasanna Narasimha Murthy .**

- 1.1.13 Project. The Project is the total construction/renovation undertaken by the Contractor on the Schedule Property in execution of the Said Works performed under this Agreement.
- 1.1.14 Schedule Property. Provided for and as specified in the SCC.
- 1.1.15 Specifications. The Specifications (more specifically provided in the SCC) consists of the requirements in relation to materials, equipment, construction systems, standards and workmanship for the Said Works, and performance of related services.
- 1.1.16 Said Works. The term "Said Works" means the construction and services undertaken by the Contractor under this Agreement, and includes all other labour, materials, equipment and services provided or to be provided by the Contractor to fulfil the Contractor's obligations.
- 1.1.17 Rs. Indian rupees, the lawful currency of India.
- 1.1.18 Tax. All forms of taxation (whether direct or indirect, including but not limited to income tax, goods and services tax), deductions, withholdings, duties, imposts, levies, cess, fees, charges, social security contributions and rates imposed, levied, collected, withheld or assessed by any Governmental Authority and any interest, penalty, surcharge or fine in connection therewith.
- 1.1.19 Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Said Works is to be performed, correlated personal observations with requirements of the Agreement, has checked and verified all site conditions, and hereby waives any and all claims, present or future, for misrepresentation in this regard on the part of the Owner.

## **1.2 Ownership and Use of Drawings, Specifications and other related documents**

The Drawings, Specifications and other documents prepared by the designer/architect are instruments of the designer/architect's service through which the Said Works to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any subcontractor, material or equipment supplier shall own or claim any intellectual property rights in the Drawings, Specifications and other documents prepared by the designer/architect. The Drawings, Specifications and other documents and copies thereof furnished to the Contractor, are for use solely with respect to this Project; they are not to be used by the Contractor or any subcontractor, or material or equipment supplier on other projects without the specific written consent of the Consultant. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. The

Consultants have the right/license to use the Drawings, Specifications and other documents for marketing and other purposes as they may require.

### **1.3 Capitalization**

Terms capitalized in the GCC but not defined in the GCC will have the meaning ascribed to it in SCC.

### **1.4 Interpretation**

Unless the contrary intention appears

- 1.4.1 Unless otherwise stated in the Agreement, words which have well-known technical or construction industry meanings are used in the Agreement in accordance with such recognized meanings
- 1.4.2 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of execution of Agreement, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- 1.4.3 The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement, as the case may.
- 1.4.4 Any reference to the singular shall include the plural and vice-versa;
- 1.4.5 The Schedules and Annexures form part of the Agreement and shall have the same force and effect as if expressly set out in the body of the Agreement, and any reference to the Agreement shall include any Schedules and Annexures to it. Any references to clauses and schedules and annexures are to Clauses and Schedules and Annexures to the Agreement;
- 1.4.6 Headings to Clauses, parts and paragraphs of Schedules, Schedules and Annexures are for convenience only and do not affect the interpretation of the Agreement;
- 1.4.7 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens for the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- 1.4.8 Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
- 1.4.9 “In writing” includes any communication made by letter or e-mail.
- 1.4.10 The expressions “ordinary course of the business” or “business in the ordinary and usual course” mean the ordinary and usual course of business of the Contractor, consistent with the prior practice of the Contractor; and
- 1.4.11 If the last day of any period of days specified in the Agreement is not a Business Day, then such period shall include the following Business Day.

### **1.5 Scope of the Agreement**

The Agreement is executed by the Owner, Contractor and the Consultant. The Owner through this Agreement has engaged the Consultant to provide, inter alia, escrow and consultancy services with regard to the execution of the



Said Works and the Contractor for execution of Said Works, as detailed herein.

## **2. ARTICLE 2 OWNER**

### **2.1 Obligations of the Owner**

- 2.1.1 The Owner shall allow free ingress to and egress from the Schedule Property to the Contractor's workers, employees, sub-contractors and all other persons, who are necessary in connection with the carrying out of the Said Works. The Owner hereby grants the Consultant (and its officials, affiliates, partners, customers, suppliers, representatives etc.), the unfettered right to access the Schedule Property, until the completion of the Project and the aforesaid persons shall be allowed to visit and inspect the construction work at all reasonable hours.
- 2.1.2 The Owner shall arrange for sufficient water supply and electricity for the Said Works at the Schedule Property and pay periodic bills for the smooth running of the Project. The Owner agrees that she/he shall be solely responsible for obtaining any requisite Approvals in connection with the Said Works / Project on the Schedule Property, that are required to be obtained in her/his name, at her/his own cost and expense. The Owner agrees and acknowledges that such delays/ failure in obtaining the requisite Approvals shall impact the Work Schedule by at least an equal duration and in this regard, neither the Consultant nor the Contractor shall be liable for any delay in the Said Works and the impact on the Work Schedule. If the Contractor suffers any delay and/or incurs costs due to the failure on the part of Owner to grant right to access or availability of water/ electricity/ permits/ any other facility deemed essential for execution of the Said Works, the Contractor shall be entitled to an extension of time as necessitated due to the delay as well as a reimbursement of additional costs incurred due to such delay.
- 2.1.3 Except for Approvals and fees which are the responsibility of the Contractor, the Owner shall secure and pay for necessary Approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities, in general required for the execution of Said Works.
- 2.1.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Said Works.
- 2.1.5 The Owner agrees that the Consultant shall not be responsible for any accidents, loss of life or property at Schedule Property. It shall be the sole responsibility of the Contractor to ensure the safety of the machinery and equipment at the Schedule Property and of the labour force and any third party at the Schedule Property, during the execution of the Said Works, and the Contractor should comply with the applicable safety standards under Applicable Law and obtain appropriate liability insurance in this

regard.

- 2.1.6 The Owner acknowledges and agrees that the Consultant is playing a role of an intermediary as far as the construction services are concerned, and its role is limited to the extent as described under the Agreement, including to liaison with the Contractor for rectification/resolution of any issues that is faced by the Owner due to an act/omission of the Contractor.
- 2.1.7 The Owner shall be responsible to ensure that the execution of Said Works at the Schedule Property, in the ordinary course of business, is not burdensome or a nuisance to the people residing in the neighborhood concerned. The Owner shall be responsible for resolving any issues that may arise in this regard including but not limited to issues that arise due to the time of execution of Said Works, the sounds caused, neighborhood association issues, etc. In case the association of neighbours or any particular individual (i) causes an obstruction to or hinders the execution of Said Works and/or (ii) objects to or hinders the stay of the labourers at the Schedule Property and/or (iii) prevents the movement of men and materials to or from the Schedule Property and/or (iv) cause other similar issues, the Owner shall resolve such issues in a timely manner or the Contractor may be forced to make alternate arrangements for the same; further, the Owner shall bear the additional cost incurred at actuals and shall acquiesce to the additional time incurred in this regard. The actual amounts chargeable and/or the additional time required, on account of such issues and any consequential rearrangements, shall be discussed and agreed to by the Owner prior to the Contractor commencing such rearrangements and the final decision on the amounts chargeable and/or additional time required in this regard shall rest with the Consultant.

## **2.2 Right to carry out the work**

If the Owner and/or the Consultant is not satisfied with the quality of work of the Contractor pertaining to any critical activities which are time-bound and cannot be corrected at a later point in time (e.g., curing, tasks related to the security of materials on the site, etc.) she/he/it shall raise this with the Consultant and the Contractor. Post confirmation of severity by the Consultant, if adequate remedial measures are not taken by the Contractor within a span of 24 (twenty four) hours from the first intimation of the same, or such other mutually agreed time, the Consultant shall deduct a specified sum from the total amount payable to the Contractor; wherein, such specified sum will be as deemed reasonable by the Consultant and will be based on the specific critical activity, the severity of the issue and costs incurred in rectifying the same... Further, the amounts paid to the agency/ person who is then appointed by the Consultant to fix the said issue shall be advanced from the amount so deducted and any remaining outstanding amount paid to said agency/person shall be deducted from the amount payable to the Contractor.

- 2.3 The Owner hereby grants the Consultant the right to take photographs and videos of the Schedule Property and the progress of the Said Works / Project, along with the people present on the Schedule Property, and use it for the Consultant's commercial and marketing purposes.

## **2.4 Representations, warranties and covenants of the Owner**

The Owner represents and warrants to the Contractor and the Consultant

- 2.4.1 that she/he/it is the absolute owner of the Schedule Property and that she/he/it is absolutely entitled to deal with the Schedule Property, as she/he/it deems fit and expedient, without any legal impediment. The Owner is entitled to enter into this Agreement with respect to the Schedule Property and to avail services under the same.
- 2.4.2 He/she is an Indian citizen or it is a duly organized and validly existing company existing under the laws of India and has full corporate power and authority to execute this Agreement and to perform its obligations hereunder (if applicable).
- 2.4.3 The execution and delivery of the Agreement by the Owner and the performance by her/his/it of her/his/its obligations have been duly and validly authorized by all necessary actions (corporate or otherwise) as applicable.
- 2.4.4 The Agreement constitutes a legal, valid, enforceable and binding obligation of the Owner and is enforceable against it in accordance with its terms and the Applicable Laws.
- 2.4.5 The execution of the Agreement by the Owner and performance of the obligations by the Owner in terms contained therein do not and will not violate any laws, rule, contract, agreement or regulation or any proprietary or other right of any third party.
- 2.4.6 The Schedule Property is not subject to any litigation and to the Owner's best knowledge there does not exist any reason/event that would likely cause the Schedule Property to be subject to litigation.

## **2.5 Right to occupy**

The Owner shall not have the right to occupy the premises constructed on the Schedule Property by the Contractor until the Consultant has issued a letter certifying the handover of the Schedule Property by the Contractor to the Owner and settlement of all amounts payable by the Owner ('Handover Letter').

## **2.6 Third party contractors/consultants**

- 2.6.1 If the Owner desires to hire any third-party consultants or contractors (including but not limited to interior designers, interior decorators, architects, other related third party contractors, etc.) to undertake any work/s on the Schedule Property during the execution of Said Works, the Owner shall intimate the Consultant of the same. The Consultant shall provide an NOC in this regard. The said NOC will contain the existing conditions of the Project, works completed till date and a list of unattended issues/snags on the Schedule Property for which the Contractor is liable to rectify/complete in accordance with the Specifications ('Snags'). The said NOC will be signed by all Parties and only subsequent to such execution of the NOC by all Parties is the Owner permitted to hire such third party consultants or contractors.
- 2.6.2 The execution of Said Works will be suspended for as long as the aforementioned third party consultants or contractors are performing/executing works on the Schedule Property and the milestones

and Work Schedule shall stand extended for at least as long as the duration of the works undertaken by said third party consultants or contractors.

2.6.3 Subsequent to the completion of works by said third party consultants or contractors on the Schedule Property, the Contractor shall resume Said Works. However, the Contractor shall only be responsible for the Snags and shall not be responsible for any additional issues/snags caused to/on the Schedule Property during the execution of works by the aforementioned third party consultants or contractors ('Additional Snags').

2.6.4 The Owner shall be responsible for the rectification of the Additional Snags. The Owner may request the Contractor to rectify the Additional Snags. The Contractor, if inclined to take up work on the Additional Snags, will provide a fee quote in this regard and such fee quote shall be sanctioned by the Consultant. On acceptance of such fee quote by the Owner, the Contractor shall commence work on the Additional Snags and shall subsequently be responsible for the same.

## **2.7 General delay by the Owner**

Other than delay in making payments, if the Owner causes the Project to be put on hold/delayed, for any reason whatsoever, for more than a period of three (3) days, the Work schedule shall stand extended for at least as long as the duration of delay/hold. The Owner agrees and acknowledges that any such delay shall cause damages to the Contractor with regard to, inter alia, resources, wage payment, rented material, unutilized/expired/wasted materials and cause damages to the Consultant by wasting its time and resources. Hence, any such delay by the Owner for a period longer than seven (7) days shall incur penalty at actuals.

## **2.8 Indemnity**

The Owner shall defend, indemnify and hold harmless the Consultant against any claims, liabilities, expenses (including reasonable attorney's fees), liabilities, costs or damages arising from any breach of the Owner's obligations under this Agreement and/or breach of or inaccuracy in any of the representations, warranties and/or covenants made by the Owner herein. This indemnity shall survive the expiration or earlier termination of the Agreement and be fully enforceable thereafter.

### **3. ARTICLE 3 CONTRACTOR**

#### **3.1 Labour and Materials**

- 3.1.1 Unless otherwise provided in the Agreement, the Contractor shall provide and pay for labour, Good and Materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Said Works, whether temporary or permanent and whether or not incorporated or to be incorporated in the Said Works.
- 3.1.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Said Works. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.1.3 Goods and Materials, equipment or items required for a complete job which are shown on the Drawings but not mentioned in the Specifications or materials, equipment or items required by the Specifications but not shown on the Drawings, shall be furnished and installed the same as though both shown on the Drawings and required by the Specifications.
- 3.1.4 The Contractor shall, in execution of the Said Works, only use the Goods and Materials as agreed upon and detailed in the Specifications.
- 3.1.5 If the Owner desires to purchase any goods and/or materials to be used in the execution of the Said Works, the Contractor shall have the right to charge up to 8% (Eight percent) commission on the invoice value of such materials. If the Owner desires to contract out any service/work, that forms part of the Said Works, to a third party, the Contractor shall have the right to charge up to 10% (Ten percent) commission on the value of such service/work. The Contractor shall determine the value of the service/works so intended to be contracted out by the Owner and in case of dissent between the Contractor and the Owner in this regard, the value determined by the Consultant shall be final. However, it is further clarified that the Owner shall have the right to purchase such materials and contract out such service/works only after the consent of the Consultant. Further, neither the Contractor nor the Consultant shall be liable/responsible for the quality of the goods/materials so purchased by the Owner and/or the service/work so contracted out by the Owner. The Work Schedule and the milestones shall be extended for a duration as considered necessary and reasonable by the Consultant. Further, in case any issues that may arise on account of usage of poor quality materials or substandard provision of services by the third party contractor, If any, remedial actions may need to be performed and the costs incurred due to such remedial actions will be solely borne by the Owner. The Consultant's decision on whether such remedial actions are necessary and the costs

incurred therein shall be final.

- 3.1.6 The Contractor shall keep full and regular account of all the materials purchased, brought on the Schedule Property, consumed and the balance, if any, lying on the Schedule Property which shall be open to inspection of the Owner at all reasonable times. All materials or goods used or to be used in the Said Works shall remain at the Contractor's risk and she/he/it shall not be entitled to any compensation for injury to, or loss or destruction of such works or materials arising from any cause, whatsoever. The Contractor agrees and acknowledges that the consideration payable to him and specified in the SCC is inclusive of the cost of Goods and Materials, labour expenses, equipment, etc.
- 3.1.7 The Contractor shall ensure that the area which is being used for temporary storage of construction materials including the Goods and Materials is properly maintained and all excess construction materials, if any, removed on completion of Said Works. If such excess construction materials are not removed within 7 (seven) days from completion of Said Works and/or termination/expiry of the Agreement, then the Owner can dispose of the same, at her/his/its discretion and at the cost of the Contractor. The Contractor shall lay no claim on account of his/its delay to remove such excess construction materials and the subsequent disposal of the same by the Owner as stated above.
- 3.1.8 The Contractor shall maintain adequate insurance coverage commensurate with an all risk coverage with regard to any accident, damage, theft, loss (of life and property) at the Schedule Property during the execution of the Said Works. The Owner shall in no manner whatsoever be liable for any claims of any labourer /employee /agent/representative/workmen of the Contractor or any third party with regard to any accident, damage, theft, loss (of life and property), wage payment, etc. at the Schedule Property that occurred during the execution of the Said Works, unless such accident, damage, theft, loss (of life and property) was caused due to the negligence of the Owner. The Consultant shall in no manner whatsoever be liable for any claims of any labourer /employee/agent/representative /workmen of the Contractor or any third party with regard to any accident, damage, theft, loss (of life and property), wage payment, etc. at the Schedule Property that occurred during the execution of the Said Works. The Contractor shall remain solely and absolutely liable for any claims of any labourer /employee /agent/representative/workmen of the Contractor or any third party with regard to any accident, damage, theft, loss (of life and property), wage payment, etc. at the Schedule Property that occurred during the execution of the Said Works.

## **3.2 Obligations of the Contractor**

- 3.2.1 The Contractor is engaged to execute the Said Works in accordance with the Specifications and the Work Schedule. The Contractor shall commence construction activities on the Effective Date. If the Contractor fails to complete/execute the Said Works within and in accordance with the Work Schedule, the Contractor shall compensate the Owner as per the terms agreed in the SCC.

- 3.2.2 The Contractor will clear and prepare the Schedule Property for execution of Said Works as per the Specifications.
- 3.2.3 The Contractor will execute the Said Works in conformity with the working plans, Drawings and elevations and complete all the Said Works as per the detailed Specifications mutually agreed upon and in a professional/timely manner and will in all respects comply with and abide by the true intent and manner of the said Specifications, plans, Drawings and elevations.
- 3.2.4 The Owner and any authorized representative of the Owner or Consultant shall have the absolute right to access and inspect the Schedule Property at all times. The Contractor will not do any act that may impede the Owner's/Consultant's right to access the Schedule Property and inspect the progress of the Said Works.
- 3.2.5 The Contractor shall be responsible for all security arrangements at the Schedule Property.
- 3.2.6 The Contractor shall abide by all Applicable Laws and by all rules and regulations of those persons having jurisdiction over the Schedule Property and Said Works and specifications thereto, including in respect of supply of Goods and Materials. The Contractor shall obtain and maintain all Approvals, as applicable and required by Government Authorities, required in the name of the Contractor, including registrations, licenses and permits which are required under Applicable Laws for executing the Said Works.
- 3.2.7 The Contractor shall be liable for any third-party claims that arise from any nuisance caused by the Contractor in the execution of Said Works (other than in the ordinary course of business) and any damages caused to public property. In case the Owner/Consultant incurs any costs/expenses in this regard, the said amount shall be deducted from the escrow mechanism set up by the Consultant, prior to effecting any payments to the Contractor.
- 3.2.8 The Contractor represents that all the matters concerned with labour management shall be as per the Applicable Laws. The Contractor will obtain registrations, registers, returns and permits under all Applicable Laws relating to labour, including but not limited to Provident Fund, ESI, Employees Compensation, Child Labour Prohibit Act, Equal Remuneration Act, Payment of Wages Act, Minimum Wages Act and such other laws as are applicable on the Contractor, on or before arrival at Schedule Property and in any case before commencement of the Said Works.
- 3.2.9 The Contractor shall confine operations at the Schedule Property to areas permitted by law, ordinances, permits, and the Agreement and shall not unreasonably encumber the Schedule Property with materials or equipment.
- 3.2.10 The Contractor shall not damage or endanger a portion of the work or fully or partially completed construction of the Owner or separate contractors on the Schedule Property by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not alter such construction by the Owner or a separate contractor except with written consent of the Owner; such consent shall not be unreasonably withheld.

- 3.2.11 The Contractor shall prior to the delivery of Goods and Materials to the Schedule Property provide reasonable prior notice to the Consultant.
- 3.2.12 Communications by and with subcontractors and material suppliers engaged by the Contractor for the execution of the Said Works, shall only be through the Contractor. The Contractor shall be responsible for timely and effectively communicating to the Consultant and/or the Owner on behalf of such subcontractors and material suppliers.
- 3.2.13 Inspection App. An inspection application has been provided by the Consultant to the Contractor free of charge ('Inspection App'). The Inspection App has been provided by the Consultant for the purpose of tracking the progress of the Project and monitoring the quality of the same. The Contractor shall perform, in a timely manner, all the quality checks available on the Inspection App. It is the obligation of the Contractor to ensure that the Inspection App is available to his employees, subcontractors and representatives undertaking the Said Works or portions thereof, so that the persons concerned are able to perform the quality checks as specified by the Inspection App. In case the said quality checks are not performed or/and any issue raised in the Inspection App is not rectified in a timely manner it is grounds for the Contractor incurring monetary penalties as deemed reasonable by the Consultant based on the importance of the quality check not performed or the severity of the issue not rectified and/or termination of this Agreement and potentially triggering the Replacement Process (provided for below).
- 3.2.14 The Contractor shall abide by the PM's (defined below) instructions with regard to the execution of Said Works. The Contractor acknowledges and agrees that repeated written warnings issued by the PM is grounds for incurring monetary penalties as deemed reasonable by the Consultant based on the importance of the quality check not performed or the severity of the issue not rectified and/or termination of this Agreement and potentially triggering the Replacement Process (provided for below).

### **3.3 Right to Sub-Contract**

- 3.3.1 The Contractor is at liberty to enter into any number of sub-contract agreements with the prior written consent of the Consultant for the execution of the Said Works for or any part thereof or assign or underlet the present contract or any part thereof. Notwithstanding anything to the contrary, the Contractor shall remain primarily liable for the execution/completion of the Said Works in accordance with the Agreement and for any damage and/or loss incurred by the Owner or a third party with regard to accident, damage, theft, loss (of life and property) at the Schedule Property that occurred during the execution of the Said Works, unless such accident, damage, theft, loss (of life and property) was caused due to the negligence of the Owner or the Owner's representative or third party consultants/contractors engaged by the Owner.
- 3.3.2 In the event, the Contractor subcontracts any part of the Said Works to any third party with the prior consent of the Consultant, then the Contractor shall continue to be primarily liable to the Owner and shall ensure that all warranties from such subcontractors run to the benefit of Owner and are



passed on to the Owner.

### **3.4 Review of Agreement and Field Conditions by the Contractor**

- 3.4.1 The Contractor shall take site measurements and verify site conditions and shall carefully compare such site measurements and conditions and shall carefully compare such site measurements and conditions and other information known to the Contractor with this Agreement. Further, the Contractor shall carefully study and compare the various components/parts of the Agreement with each other and with information furnished by the Owner. Errors, inconsistencies or omissions discovered shall be reported by way of a notice to the Owner and Consultant prior to execution of the Agreement. Execution of the Agreement by the Contractor is a representation that the Contractor has compared and analyzed the various parts/components of the Agreement with each other and with information furnished by the Owner and hereby waives any and all claims, present or future, for misrepresentation in this regard on the part of the Owner or the feasibility of the execution of the Said Works in accordance with the Specifications and/or Drawings, etc.
- 3.4.2 If the Contractor performs any construction activity knowing or should have known it involves an error, inconsistency or omission in the Agreement without a notice in this regard to the Owner and the Consultant, the Contractor shall assume full responsibility for such performance and shall bear the full costs for its rectification/correction. However, in the event the Contractor notifies the Consultant of any error / inconsistency / omission in relation to any documents provided by the Owner or the Consultant, the Contractor shall not be liable for any delay in the performance of such construction activity until suitable changes have been made to the Specifications/Drawings, etc. The said notice shall be sent in the form of an email to the Owner and Consultant and subsequently, the Contractor shall provide all details/documents as necessary/required to sufficiently explain such error, inconsistency or omission to the Owner and Consultant. Such error/inconsistency/omission needs to be accepted as such by the Consultant and subsequently suitable changes will be made to the Specifications/Drawings, etc.
- 3.4.3 The Contractor shall perform the Said Work in accordance with the Agreement.

### **3.5 Supervision and Construction Procedures**

- 3.5.1 The Contractor shall supervise and direct the Said Works using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Said Works under the Agreement, unless the Agreement gives other specific instructions concerning these matters.
- 3.5.2 The Contractor shall be responsible to the Owner and the Consultant for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the

Said Works under a contract with the Contractor or otherwise.

- 3.5.3 The Contractor shall not be relieved of obligations to perform the Said Works in accordance with the Agreement either by activities or duties of the Consultant in the Consultant's administration of the Project, or by tests, inspections or approvals required or performed by persons other than the Contractor.

### **3.6 Defect Warranty**

- 3.6.1 The Contractor warrants to the Owner and the Consultant that the Said Works shall: (a) strictly conform to the scope of such services and Specifications; and (b) be free from defects or deficiencies and be in accordance with the terms of the Agreement. During a period of 1 (one) year from the date of issuance of the Handover Letter ("General Repair Warranty Period"), if the Owner discovers any defects, errors, omissions, performance deficiencies or breach of any warranty/covenant in relation to any general or non-structural repairs as to the Said Works, including pertaining to the construction materials (excluding any damage/error arising out of Owner's negligence, improper usage, lack of maintenance or Force Majeure), then the Contractor shall, within a reasonable period of time, rectify such defects, without any cost to the Owner, so that the Said Works shall comply with the requirements of the Agreement. This warranty is limited to 1% of the Project Value.
- 3.6.2 Similarly, during a period of 5(Five) years from the date of completion of the Said Works ("Structural Repair Warranty Period"), if the Owner discovers any structural defect in the construction arising out of the Said Works (excluding any damage/error arising out of Owner's negligence or Force Majeure), then the Contractor shall, within a reasonable period of time, rectify such defects, without any cost to the Owner in accordance with the scope of such services and Specifications, so that the Said Works shall comply with the requirements of the Agreement and the Specifications. Such warranty costs shall be limited to the total cost of the Agreement and will not include anything which was not part of the scope of the work. Further, such warranty shall be applicable only for the defects that arise from poor workmanship and shall exclude defects arising due to natural wear and tear, poor maintenance, improper usage and any other factor/load/impact for which the structure was not designed.
- 3.6.3 If such defects, shrinkage, deficiencies or other faults appear in the Said Works during the General Repair Warranty Period or the Structural Repair Warranty Period, and the same cannot be rectified by the Contractor, as agreed upon, it shall be the duty of Contractor to make good the loss to the Owner.
- 3.6.4 The Contractor shall be solely responsible to the Owner for any damage caused or loss incurred at the Schedule Property arising from any accidents or negligence of the Contractor and her/his employees, workmen, sub-contractor, etc.

### **3.7 Liquidated Damages**

The Contractor shall compensate the Owner for delays in completion of Said Works by means of liquidated damages. In no event, shall the total damages

payable be greater than 5% (Five percent) of consideration payable to the Contractor for the execution of Said Works. The liquidated damages payable are more fully detailed in the SCC. In no event shall the Consultant be liable to pay any Amounts/penalty to the Owner for the halting/suspension/cessation of Said Works for any reasons whatsoever.

### **3.8 Indemnity and Limitation of Liability**

- 3.8.1 The Contractor shall indemnify, defend and hold harmless the Owner and the Consultant from and against any and all any and all losses, damages, claims, fines, fees, penalties, interest and expenses (including amounts paid in settlement and reasonable out-of-pocket legal expenses) suffered or incurred by the indemnified party, as a result of, arising from, or in connection with or relating to any matter inconsistent with, or any breach of the Contractors obligations under this Agreement and/or breach or inaccuracy of any representation, warranty, covenant or agreement made by the Contractor and/or her/his/its subcontractors under the Agreement.
- 3.8.2 No Party shall be liable to the other Party for any special, indirect, exemplary punitive or consequential damages of any nature whatsoever connected with or resulting from the execution of the Said Works or the performance or non-performance by a Party of its obligations under the Agreement.
- 3.8.3 Notwithstanding anything contained herein, it will be sole responsibility of the Contractor to comply with the Applicable Laws relating to the Said Works and the Contractor hereby undertakes to keep the Owner and/or Consultants harmless from and indemnified against any actions, claims, loss, damages, expenses howsoever arising for any breach of any statutory provisions, rules or regulations or any term of this Agreement. Further, the Contractor will ensure that all her/his employees, workers, sub-contractors abide by rules and regulations implemented for construction workmen at site, if any and that they comply with the Applicable Law relating to the Said Works and the Contractor hereby undertakes to keep the Owner harmless from and indemnified against any actions, claims, loss, damages, expenses howsoever arising for any breach of any statutory provisions, rules or regulations or any term of the Agreement.

### **3.9 Expenses and Taxes**

The Contractor shall be liable and responsible to bear all costs, duties, levies, wage payment, Taxes, charges and fees whatsoever in relation to performance of her/his obligations under the Agreement, including all incidental expenses.

### **3.10 Representations, Warranties and Covenants of the Contractor**

- 3.10.1 The Contractor represents and warrants that she/he/it has the necessary qualification to efficiently execute the Said Works in accordance with the Specifications, Drawing, etc.
- 3.10.2 The Contractor agrees to not represent to any third party, including any Government Authority that the Schedule Property is owned, directly or indirectly, by her/him/them or their affiliates.

- 3.10.3 The Contractor represents that she/he/it is fully aware of all Applicable Laws, which shall be complied with while performing the Said Works.
- 3.10.4 The Contractor covenants that all the Goods and Materials used in the execution of the Said Works shall be new and non-defective and shall not be second hand or previously used or refurbished, without damage, of good quality and workmanship and in accordance with the Specifications.
- 3.10.5 The Contractor covenants that all the workmen shall be equipped with all necessary equipment, machinery, cranes, tools, tackles and other consumables etc. required to execute the Said Works.
- 3.10.6 The Contractor covenants to not create any adverse claim, right, title, or interest on, or in relation to the Schedule Property.
- 3.10.7 The Contractor covenants to take all adequate measures, to secure the Schedule Property and take measures for safety of the machinery, equipment, Goods and Materials at the Schedule Property.
- 3.10.8 The Contractor represents and warrants that it is a duly organized and validly existing company under the laws of India and has full corporate power and authority to execute this Agreement and to perform its obligations hereunder (if applicable).
- 3.10.9 The execution and delivery of this Agreement by such Party and the performance by her/his/it of her/his/its obligations have been duly and validly authorized by all necessary corporate actions as applicable.
- 3.10.10 The Contractor represents and warrants that this Agreement constitutes a legal, valid, enforceable and binding obligation of such Party and is enforceable against it in accordance with its terms and the Applicable Laws.
- 3.10.11 The Contractor represents and warrants that the execution of this Agreement by such Party and performance of the obligations by such Party in terms of this Agreement do not and will not violate any laws, rule, contract, agreement or regulation or any proprietary or other right of any third party.

**4. ARTICLE 4**  
**CONSULTANT/ADMINISTRATION OF THE PROJECT**

**4.1 Consultant's Obligations/Administration of the Project**

- 4.1.1 Project Manager/Site Engineer. The Consultant shall hire a project manager or a site engineer ('PM') who shall monitor the Contractor's progress with regard to the execution of Said works, in the capacity and to the limit provided for in this Agreement. The PM will aid in the management of the Project, check the quality of the Contractor's execution of Said Works and track the progress of the Contractor's execution of Said Works in relation to the Work Schedule. Nothing in this clause shall be construed as the PM assuming responsibility for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing any portions of the Said Works or assuming responsibility for executing the Said Works in accordance with the SCC including the Specifications.
- 4.1.2 The Consultant will help in the administration of the Project as described in the Agreement and will be performing the duties specified in the Agreement during the construction works through final payment, and with the Owner's concurrence from time to time during the error rectification period.
- 4.1.3 The Consultant will have consulted and advised in the creation of milestones, Work Schedule and the Payment Schedule and the same form part of this Agreement.
- 4.1.4 The Consultant will advise and consult with the Owner as specified in this Agreement. The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Agreement, unless otherwise modified and executed by the parties thereto by written instrument in accordance with the provisions of the Agreement.
- 4.1.5 The Consultant will not have control over or charge of and will not be responsible for execution/completion of Said Works and/or construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Said Works, since these are solely the Contractor's responsibility.
- 4.1.6 The Consultant will not be responsible for the Contractor's failure to carry out the Said Works in accordance with the Agreement. The Consultant will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing any portions of the Said Works.
- 4.1.7 Except when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the

Consultant.

- 4.1.8 The Consultant shall monitor the progress of the Said Works and keep the Owner informed about the progress of construction and achievement of milestones regarding execution and completion of the Said Works, including by way of sharing images, videos, text etc.
- 4.1.9 The Consultant/PM shall be entitled to visit the Schedule Property at any time necessary during the execution of Said Works to perform quality checks on the progress of the Project. The Consultant/PM shall make such site visits as frequently as it deems necessary and as is acceptable per industry standards; however, the Consultant/PM is not obligated to make a specified number of such site visits. Irrespective of the Consultant's/PM's presence on the Schedule Property or lack thereof, the Contractor shall be solely and absolutely liable for the execution of Said Works in accordance with this Agreement.
- 4.1.10 The Consultant shall create a Project Management Dashboard, where the Owner and Contractor can check the progress with respect to execution/progress of Said Works.
- 4.1.11 The Consultant shall have the right of inspection and testing and oversee all workmanship and performance of the Said Works, including inspection of Goods & Materials, at the time of delivery to the Schedule Property, a prior notice of which shall be given by the Contractor to the Consultant. Subject to clause 2.2, if, at any time during the execution of the Said Works, any error appears in the construction works or in the condition of the Goods & Materials, the Contractor, on being required so to do by the Consultant or the Owner, shall, at its own cost, rectify such error and/or replace the defective Goods & Materials, to meet the scope of Said Works and with agreed Specifications, to the satisfaction of the Consultant and the Owner.
- 4.1.12 The Consultant will have the authority to reject Said Works/milestones which do not conform to the Agreement. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Agreement, the Consultant will have authority to require additional inspection or testing of the Said Works.
- 4.1.13 The Consultant will endeavour to take actions with such reasonable promptness as to cause no delay in the Said Works or in the activities of the Owner, Contractor or subcontractors or other authorized representatives, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of the Said Works/milestones is inter alia conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Agreement. The Consultant's review of the Contractor's execution of the Said Works shall not relieve the Contractor's obligations in any manner whatsoever. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a

component.

- 4.1.14 The Consultant will conduct inspections to inter alia determine the date or dates of the milestone/Said Works to ensure adherence to the Work Schedule
- 4.1.15 The Consultant will interpret and decide matters concerning performance under the requirements of the Agreement on written request of either the Owner or Contractor. While making such decisions, the Consultant shall endeavour to secure faithful performance by both the Owner and the Contractor and shall not show any partiality to either party. Such decisions made by the Consultant shall be final. The Consultant's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Consultant shall be furnished in compliance with this paragraph, then the delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until 15 days after a written request is made for them.
- 4.1.16 The Consultant shall issue NOCs and the Handover Letter in accordance with the provisions of this Agreement.

## **4.2 Escrow Services to the Contractor**

- 4.2.1 The amount payable by the Owner to the Contractor under the Agreement for the Said Works will be paid through an escrow mechanism maintained by the Consultant. Based on the Consultant's inspections, observations and evaluations of the Contractor's execution/completions of the Said Works/milestones as contemplated under the Agreement, the Consultant will review and certify the amounts due to the Contractor and will issue confirmation by marking the milestones complete in the Project Management Dashboard for the payment as contemplated under the Payment Schedule in the Agreement. The amounts payable to the Contractor shall be due after seven days of verification and certification of a certain milestone and update of the Project Management Dashboard.
- 4.2.2 As regards the Escrow Services provided by the Consultant under this Agreement, the Parties agree as follows:
  - a) As part of Consultant's escrow services, Consultant is responsible for collecting the money from customers and payment of the same to contractors post deduction of the service fee.
  - b) Consultant collects the money from customers in a fiduciary capacity. This needs to be processed to contractors post completion of milestones which is validated by the project management team.
  - c) Consultant receives all these amounts into a designated current account which is specifically and only used for payments to contractors and taking service fee to Consultant's current account.
  - d) Consultant does not risk this money by investing in any sort of investments.
  - e) Consultant maintains the detailed break-up of the money lying in this account customer wise on a real-time basis.
- 4.2.3 All payments made to the Contractor under the Agreement shall be subject to such deductions and withholdings as required under the

Applicable Law.

- 4.2.4 The Owner shall deposit the amounts payable to the Contractor in accordance with the stages and timelines captured under the Payment Schedule in the SCC towards the escrow mechanism set up by the Consultant.
- 4.2.5 The Consultant further reserves the right to guide the Contractor to hold up the work in case the escrow balance is not maintained by the Owner. Such stoppage of work may invoke additional time and cost for remobilization of the work force which shall be borne exclusively by the Owner.
- 4.2.6 Any delay in payment by the Owner shall extend the Work Schedule by at least the same number as the delayed days and upto a maximum of fifteen (15) days. If the Owner delays in making the payment beyond fifteen (15) days, he/she/it shall incur a penalty of one percent (1%) of the amount payable per month.
- 4.2.7 While all the payments to the Contractor are expected to be made on or before 7 (seven) Business Days from successful completion of the respective milestone (on certification as such and update as such on the Project Management Dashboard), in case of exigencies, the Owner, upon the acceptance by the Contractor, can provide a post-dated cheque for the shortfall amount. The Contractor has to provide explicit written consent for such an arrangement with regard to every payment against individual milestones separately. Such post-dated cheques shall be in the safe custody of the Consultant. When such an arrangement is agreed upon by the Contractor, she/he/it shall not delay the suspension of the Said Works due to non-payment. Post the realization of the sum for the milestones concerned, the Consultant shall destroy all respective cheque(s) and share proof of the same with the Owner. No party shall deposit the cheques in a bank for encashment without a written notice to the Owner.
- 4.2.8 However, it is clarified that such delay in payment with regard to a particular milestone and its consequences thereof shall only be applicable if the Contractor completes the said milestone in accordance with the Specifications and it is certified as such by the Consultant, when applicable.
- 4.2.9 Withholding for quality control: This clause is subject to and shall be read as complementary to the provisions of clause 3.6 above (Defect warranty). 1% (One percent) of the amounts payable shall be withheld by the Consultant for quality control (as indicated in the Payment Schedule hereunder). 1 (one) week after the completion of the Said Works and the handover of the Schedule Property to the Owner, any sum over 1% (One percent) of the total value shall be paid to the Contractor. The remaining 1% (One percent) shall be withheld for a period of 1 (one) year from the completion of the Said Works and the handover of the Schedule Property to the Owner. The amount so withheld, less any deductions made by the Consultant in accordance with this provision, shall be transferred to the Contractor after the aforementioned period of 1 (one) year. In case of any defects arising in the Said Works during the said period, the Contractor shall get the defects fixed within a duration of 21



(twenty one) days from the date of intimation of said defect/s. In case the Contractor fails to get the defects fixed within 28 (twenty eight) days from the date of intimation, the Owner shall raise a request to the Consultant to fix the defects and any expenses incurred by the Consultant in fixing/rectifying the defect/s shall be deducted from the amount withheld. Any payment required to fix the defect over and above this 1% value will be chargeable to the Owner. Only defects that arise due to bad workmanship shall be considered as defects for the purposes of this clause. Any damage that arises due to wear and tear, natural degradation over time, acts of god, defects in design/site plans, improper usage, lack of maintenance or any situation/ loading/ impact for which the structure was not designed shall not be considered as a defect. In case of termination of the Agreement, owing to delays in the Work Schedule or failure on part of the Contractor to adhere Specifications, the Owner may ask the Consultant to transfer the amount withheld to the next contractor / their own account for completion of the Said Works. Such a deduction shall be done post settlement of the amounts due towards the Contractor for the works done till date of termination. If termination of the Agreement happens due to any other reason where the Contractor has adhered to his/ her contractual obligations, he/ she shall be eligible for a complete refund of the withheld amount for the works done till the termination of the Agreement.

#### **4.3 Representations and Warranties of the Consultant**

The Consultant represents and warrants to the Contractor and Owner as follows:

- 4.3.1 It is a duly organized and validly existing company under the laws of India and has full corporate power and authority to execute the Agreement and to perform its obligations hereunder.
- 4.3.2 The execution and delivery of the Agreement by such Party and the performance by her/his/it of her/his/its obligations have been duly and validly authorized by all necessary corporate actions as applicable.
- 4.3.3 The Agreement constitutes a legal, valid, enforceable and binding obligation of such Party and is enforceable against it in accordance with its terms and the Applicable Laws.
- 4.3.4 The execution of the Agreement and performance of the obligations by the Consultant do not and will not violate any laws, rule, contract, agreement or regulation or any proprietary or other right of any third party.

#### **4.4 Limitation of Liability**

The Consultant is merely facilitating the execution of the Said Works by Contractor, aiding in the administration of the Project in the limited capacity as detailed in the Agreement and acting in the capacity of an escrow agent for payments due to the Contractor. Therefore, under no event shall, the Consultant be liable to the Owner for inter alia any of the following:

- a) Construction related defaults, deficiencies etc. with respect to Said Works carried out by the Contractor; and/or
- b) for the timelines or non-achievement of construction milestones by the

- Contractor; and/or
- c) deficiencies and defects in the designs, Drawings, etc. Provided that nothing contained hereunder shall restrict the obligation of Consultant to provide all required assistance to the Owner in rectification and resolution of any service-related issues, including invocation of warranty by liaising with the Contractor and acting as channel between the Owner and the Contractor, as provided under the Agreement.

Further, neither any authority given to the Consultant under this Agreement nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Owner, Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Said Works. The Consultant shall not be liable to the Owner and/or the Contractor for any decision(s) made in good faith.

#### **4.5 Limitation of Responsibility**

Any changes to the Specifications and/or Said Works and/or costs is to be affected only by way of the procedure for deviation detailed in the Agreement. In the event such changes are made by the Contractor and/or the Owner without intimating the Consultant and obtaining the Consultant's consent, if applicable, the Consultant will in no manner be responsible, liable or answerable for any consequences that occurred/transpired or damages incurred due to such change.

## **5. ARTICLE 5 CONSIDERATION**

The consideration payable for the execution of Said Works is detailed in the SCC.

The first payment in consideration for Said Works shall be released by the Consultant only on submission of evidence of registrations and compliances (detailed in clause 3.2.6 above) as required by the Consultant. Subsequent payment instalments shall be made subject to monthly compliances on account of all documentation and payment of monthly dues by the Contractor/ subcontractor under various Applicable Laws.

**6. ARTICLE 6**  
**VARIATIONS/DEVIATIONS IN SCOPE OF WORK AND/OR COSTS**

- 6.1** If the said Owner shall require, at any time, to make any minor alterations or additions or omissions in the Said Works, the Contractor may, carry out the work on instructions from the Owner without any extra charges payable, if such minor changes shall not cost the Contractor any additional amounts. However, such minor alterations or additions or omissions will need to be sanctioned by the Consultant prior to its execution.
- 6.2** The Owner and the Contractor reserve the right to request changes in the design/ Specification/ scope of work etc/Said Works. A minor change request cannot alter the essence of the contract or make any fundamental/material change. However, such minor change will need to be sanctioned by the Consultant prior to its execution. Any changes to the cost and Work Schedule due to such minor change must be agreed upon by all parties in writing (digital/ paper) before a change request may be implemented; however, the Consultant shall have the right to determine the additional costs and time incurred in this regard.

If, in the opinion of the Contractor, any material variation or deviation from the said Specifications is necessary in order for satisfactory completion of the Said Works or the Owner requires any material variation or deviation from the said Specifications, a change request in this regard may be made to the other Parties within a reasonable time frame. However, such material changes will need to be sanctioned by the Consultant prior to its execution. On acceptance of such material change request by the other Parties and the same being sanctioned by the Consultant, any changes to the cost and Work Schedule due to such material change must be agreed upon by all the Parties in writing (digital/ paper) before a material change request may be implemented; however, the Consultant shall have the right to determine the additional costs and time incurred in this regard. Any changes in costs incurred due to a material variation or deviation from the agreed upon Specifications (either at the request of the Owner or otherwise) shall be chargeable/ refundable and shall be made at the time of acceptance of the costs or at the time of the last tranche payment, as may be mutually agreed to between the Parties.

- 6.3** The prevailing costs of the building materials shall be provided for in the SCC. The contract cost and the consideration payable has been worked out on the basis of the existing cost of building materials as on the date of execution of this Agreement. In the event of a sudden hike in cost of building materials by beyond 5 % (Five percent), the Owner agrees to pay the additional amount incurred for compensating the extra expenses incurred by the Contractor due to said hike on a pro rata basis. In the event of a sudden

reduction in the cost of building materials by beyond 5 % (Five percent), the Contractor agrees to reduce the amount payable by the Owner to account for said reduction. In case of dissent between the Owner and Contractor on the change in costs, the Consultant's decision on the same shall be final.

- 6.4** In case there is any change in the boundaries or site conditions pertaining to the Schedule Property from the details provided by the Owner and captured in the SCC and such change is of a nature wherein it requires altering the scope of Said Works, the same shall be treated as a variation and the process for determining the change in costs shall be in accordance with this Article 6.]

## **7. ARTICLE 7 FORCE MAJEURE**

- 7.1** Force Majeure event means an exceptional event or circumstance:
- a) Which is beyond a Party's control;
  - b) Which is beyond a Party's control;
  - c) which, having arisen, such Party could not reasonably have avoided or overcome; and
  - d) which is not attributable to the other Party/Parties Concerned.
- 7.2** Force Majeure events shall include, but are not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied: war, hostilities (whether war be declared or not), invasion, act of foreign enemies; riot, commotion, disorder, rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war; natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity, fire, flood, lightning, storm, landslide, soil erosion, subsidence, washout or epidemic or other similar acts of God; lockdowns, lawful strikes or lockouts or other industrial action occurring other than at the Schedule Property, which strike/lockout/industrial action solely affects the Party claiming the same as a Force Majeure Event and is not attributable to such Party's policies regarding labour, compensation, employment or labour related conditions; severe shortage or non-availability of any critical material, due to any statutory intervention/ order or due to any strike / cessation or shortage of supply, for reasons not attributable to the Contractor; climate/ weather conditions in the geographic area of the Schedule Property and any site condition or event arising therefrom, any delay, default or failure (direct or indirect) in obtaining materials, equipment and execution/performance of the Agreement by the Contractor due to such climate/weather conditions.
- 7.3** No Party shall be liable for non-performance or delay in performance of any of their obligations as stipulated in the Agreement, if such non-performance or delay is caused by a Force Majeure event. The affected Party shall give prompt notice together with any notice or information it has received regarding the Force Majeure event to the other Parties advising of the occurrence and effects of the Force Majeure event and shall use all reasonable efforts to minimize any adverse consequences resulting from the Force Majeure event.

If due to a Force Majeure event, the Contractor requires any extension of time for completing the Said Works, she/he/it shall immediately make known the same to the Owner and the Consultant, and the Owner may, if such request is reasonable, grant such extension of time as necessary. In the event the Force Majeure event continues for a continuous uninterrupted period of not less than

60 (sixty) days, the Parties shall consult each other and decide on the future implementation of this Agreement

- 7.4** If a Force Majeure event has altered the site conditions of the Schedule Property in a manner that it necessitates any additional work by the Contractor, including but not limited to demolition, removal of debris, rework of completed work/milestones, etc. the additional costs incurred as a consequence shall be borne by the Owner.

## **8. ARTICLE 8 TERM AND TERMINATION**

- 8.1** This Agreement shall come into force from the date of execution and shall automatically cease upon issuance of the Handover Letter or upon earlier termination in accordance with the provisions Contained herein (“Term”). The provisions in the Agreement which should reasonably be regarded as surviving termination/expiration shall continue in force after termination/expiration, including but not limited to provisions pertaining to defect warranty, payment obligations of the Parties, non- circumvention & non-solicitation, etc.
- 8.2** This Agreement may be terminated by the Owner by giving a prior written notice of 30 (thirty) days to the other Parties.
- 8.3** Termination for Cause:
- 8.3.1** The Consultant can guide the Owner and/or the Contractor to terminate this Agreement for any breach of the terms contained herein by the Owner or the Contractor, forthwith, upon a written notice.
- 8.3.2** The Contractor may terminate this Agreement for any breach of the terms contained herein by the Owner, forthwith, upon a written notice. However, the said right to terminate by the Contractor is only applicable to them after she/he/it has availed other remedial measures available to her/him/it under this Agreement including but not limited to suspension of work.
- 8.4** The Owner’s right to terminate this Agreement (provided for in clauses 8.2 and 8.3.1 above), is subject to the Replacement Process (detailed below).
- 8.5** If the Agreement is terminated because of the Contractor’s breach of its obligations, including but not limited to not adhering to the Specifications, failure to comply with the Work Schedule, etc., the Contractor shall be liable to pay an amount equal to 1% of the value of the Project.
- 8.6** If the Consultant has guided the Owner to terminate this Agreement and the Owner has opted to continue this Agreement and the services of the Contractor, the Consultant will in no manner be responsible for the delivery of all/any of its responsibilities under this Agreement.
- 8.7** In the unfortunate event of death/permanent immobility of the Contractor, the Agreement shall terminate with immediate effect and any undisputed dues payable to the Contractor for the work completed shall be payable by the Owner, after adjusting for advance payments made if any, within a reasonable timeframe to the following persons:  
Nominee Name: Fathima Rani K  
Nominee Address: 28/2 no.9 3rd cross, V.Nagenahalli, R. T nagar,



Bangalore- 560032

Nominee Contact detail: 8431257704

Nominee Bank Account: 20383451742

- 8.8** In the unfortunate event of death of the Owner, her/his legal heirs would have the authority to terminate/discontinue the Said Works after settling the accounts for the work completed on a pro- rata basis inclusive of any adjustment towards the extra advance payments made, if any, within a period of 60 days from the date of intimation of said death.
- 8.9** The waiver of the right of termination for any default under the Agreement shall not constitute a waiver of the right to claim damages for such default or the right to terminate for any subsequent default.
- 8.10** In case of expiration or early termination for whatsoever reason, of the Agreement:

The Contractor shall cease the execution of Said Works and handover the Schedule Property to the Owner after removing from the Schedule Property, on the date of effective termination, all temporary structures, excess, tools and materials, leaving the Schedule Property in the condition required for its onward operation, maintenance and use.

The Contractor shall be entitled to amounts payable for work done till date of termination and the Owner shall settle any undisputed outstanding amounts due in accordance with this Agreement. The settlement will be done as per Payment Schedule and Work Schedule. The Consultant shall calculate the amounts payable as per the Work Schedule and the Payment Schedule. If the Contractor has only completed a part of a particular milestone, he will only be entitled to part payment for said milestone. In case of dissent between the Owner and Contractor with regard to the amount payable as the full and final settlement, the decision of the Consultant shall be final.

On termination of this Agreement, the Consultant shall in no manner be responsible for any subsequent dealings/transactions between the Contractor and Owner.

- 8.11** Replacement Process. If this Agreement is terminated by the Owner and/or terminated due to the Contractor's breach of her/his/its obligations under this Agreement, the Consultant and Owner shall enter into a similar construction agreement with an alternate contractor that contains a revised scope of work. If the Owner does not execute such a construction agreement with an alternate contractor and the Consultant within 30 days or any other reasonable timeframe agreed between the Owner and Consultant, the Consultant is entitled to a penalty amount of 1% of the contract value, which is payable by the Owner. The said amount may be deducted from the escrow mechanism set up by the Consultant. Any additional amount payable after such deduction shall be payable by the Owner.

## **9. ARTICLE 9 CONFIDENTIALITY**

**9.1** For the purposes of this Agreement, the term “Confidential Information” means the information exchanged between Parties under the Agreement and all information relating to the terms and conditions of the Agreement or to any of the activities contemplated under the Agreement and is confidential to them, their employees, legal advisers and consultants and may not be disclosed to any person except the following / in the following manner:

9.1.1 With the consent of the Party who supplied the information; and

9.1.2 If required by law.

It is hereby clarified that Confidential Information does not include information that is generally and publicly available.

**9.2** During the Term of the Agreement and for a term of [2] years thereafter, each Party shall hold in confidence and shall not, directly or indirectly, reveal, report, publish, disclose or transfer any Confidential Information of the other Party for any purpose whatsoever except as expressly permitted by the Agreement and except as required to perform its duties under this Agreement. In furtherance of the foregoing, each Party shall treat the other Party’s Confidential Information in the same manner as it treats its own Confidential Information, but in no event shall either Party use less than a reasonable degree of care in protecting the other Party’s Confidential Information.

**9.3** The Parties undertake to use the Confidential Information only for the purposes for which it was disclosed under this Agreement.

**9.4** Upon expiry or earlier termination of Agreement, the Parties shall destroy Confidential Information of the other Party or return the same, at the option of the disclosing Party.

## **10. ARTICLE 10 JURISDICTION AND DISPUTE RESOLUTION**

### **10.1 Governing Law and Jurisdiction**

The Agreement and the relationship between the Parties hereto shall be governed by and interpreted in accordance with Indian law and subject to the clause 10.2.1, the courts in Bangalore, Karnataka shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

### **10.2 Dispute Resolution**

10.2.1 All disputes, controversies, differences or claims arising out of or in connection with the Agreement (“Dispute”) shall be subject to arbitration and shall be governed by the Arbitration and Conciliation Act, 1996 for the time being in force or any statutory modification thereof. The proceedings of arbitration shall be in English language.

10.2.2 The arbitral award shall be substantiated in writing and shall be final and binding on the parties thereto. The arbitrator award shall also decide on the costs of the arbitration procedure. The award shall be enforceable in any competent court of law. The arbitrator shall give a reasoned award. The arbitration shall be finally settled in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and its subsequent amendments thereof and shall be held in Bangalore, India, which shall also be the seat of arbitration. The arbitral tribunal shall consist of a sole arbitrator mutually appointed by all parties. Any award of the arbitrator shall be final and binding on each of the parties thereto and shall be enforceable by the relevant courts, competent to enforce the award. During the process of arbitration, the Agreement Shall remain in force and be performed by the Parties except for the matter referred to arbitration.

10.2.3 Neither the existence of any Dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under the Agreement. The pendency of Dispute in any arbitration proceeding shall not affect the performance of the obligations under the Agreement.

10.2.4 The parties as well as the arbitrator shall take all reasonable efforts to ensure that the arbitration is completed within a period of six months.

## **11. ARTICLE 11 MISCELLANEOUS**

### **11.1 Additional Covenants of the Parties**

- 11.1.1 The Consultant and the Contractor covenant to not represent to any third party, including any Government Authority that the Schedule Property is owned, directly or indirectly, by them or their affiliates. Notwithstanding anything contained herein, in the event that the Owner is an employee or a related party of an employee of the Consultant (if he is aware of such employment) at the time of execution of the Agreement, such Owner shall provide a declaration informing the Consultant of the same.
- 11.1.2 Each of the Parties hereto agrees and understands that any use of any of the authorization given by any Party to the other Parties hereunder in relation to performance of their respective roles and responsibilities shall not be deemed as license / sub-license to any of the Intellectual Property right owned or licensed to such Party by the first Party, except to the extent required to render their respective services hereunder.
- 11.1.3 The Contractor covenants that in the event, she/he/it sub-contracts any part of Said Works (which sub-contracting shall be permissible only with the prior consent of the Consultant) to any third party, then the Contractor shall still be liable to the other Parties and shall ensure that all warranties from such subcontractors run for the benefit of the other Parties and are passed on to the other Parties.
- 11.1.4 Each Party undertakes and covenants to perform its obligations under the Agreement At all times in compliance with applicable anti-bribery and anti-money laundering laws and shall neither take any action itself nor shall authorize, any of its officers, agents or employees (during the course of their duties), to do or omit to do anything, which is in contravention of any applicable anti-bribe or anti-corruption Laws in India.

### **11.2 Non-Circumvention & Non-Solicitation**

The Contractor and the Owner undertake and covenant not to directly engage with each other for delivery of the Said Works by-passing the Consultant. The Contractor and the Owner further agree and undertake that for a period of three (3) years from the date of execution of this Agreement, they shall not engage with each other for any other project, agreement or business arrangement, which is similar to the arrangement contemplated under the Agreement, without engaging the Consultant in a similar manner as provided hereunder.

### **11.3 Notices**

Notices, demands or other communication required or permitted to be given or made under the Agreement shall be in writing and delivered personally or

sent to the relevant Party at her/his/its address or electronic mail address set forth below (or such other address as the addressee has by 5 (five) Business Days' prior written notice specified to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered

(i) at the time of delivery, if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (ii) if sent by speed post / reputed courier service within the same country or to another country, when proof of delivery is obtained by the delivering Party; and (iii) if sent by electronic mail notification with return receipt requested, upon the obtaining of a valid return receipt from the recipient.

The addresses and electronic mail for the purpose of this clause are as follows:

**The Consultant**

Address: Brick&Bolt (PluckWalk Technologies Pvt. Ltd.)  
Clayworks, 16/2 ,2nd Floor, Sobha Alexander Plaza,  
Commissariat Rd, Ashok Nagar, Bengaluru, Karnataka 560025

Email: care@bricknbolt.com

For the attention of: Customer Care

**The Owner**

Address: A 705, Glacier block , Brigade Gardenia, JP Nagar 7th Phase,  
bangalore 560078

Email: n.prasanna76@yahoo.in

For the attention of: Prasanna Narasimha Murthy

**The Contractor**

Address: A.John, no 28/2 no 9, 3rd Cross, Vishwanatha Nagenahalli Main  
Road, Bangalore North, Bengaluru, Karnataka-560032

Email: jantonyrajji@gmail.com

For the attention of: Anthony Raju

**11.4 Relationship**

Nothing in the Agreement or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the Parties or an employee/employer relationship or constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner, except as detailed herein.

**11.5 Entire Agreement**

Unless otherwise agreed between the Parties, the Agreement set out the entire agreement and the understanding between the Parties with respect to the subject matter hereof. The Agreement supersedes all previous letters of intent, heads of terms, prior discussions and correspondence exchanged between any of the Parties in connection with the transactions referred to herein.

#### **11.6 Assignment**

Neither the Contractor nor the Owner shall be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its rights and / or obligations under the Agreement nor grant, declare, create or dispose of any right or interest in it, in whole or in part. The Consultant shall be entitled to assign or transfer its rights and obligations under the Agreement. The right of the Contractor to sub-contract (with the prior written consent of the Consultant) will not qualify as an assignment.

#### **11.7 Partial Invalidity**

If any provision of the Agreement is or becomes invalid, illegal or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the Agreement but without invalidating any of the remaining provisions of the Agreement which shall not in any way be affected or impaired. The Parties hereto shall, on a good faith basis, then use all reasonable endeavors to replace the invalid or unenforceable provisions with a valid and enforceable and mutually satisfactory substitute provision, achieving as nearly as possible the intended commercial effect of the invalid, illegal or unenforceable provision.

#### **11.8 Specific Performance**

Parties acknowledges that the remedies under Applicable Law available to any Party for a breach or threatened breach of the Agreement could be inadequate and, in recognition of this fact, the Parties to the Agreement, in addition to all other remedies which may be available, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

#### **11.9 Waiver**

No failure or delay by the Parties in exercising any right or remedy provided by Applicable Law under or pursuant to the Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

#### **11.10 Amendment**

No variation of the Agreement shall be valid unless it is made by an instrument in writing by the relevant Parties thereto. The expression "variation" in this clause shall include any variation, amendment, supplement,

deletion or replacement however effected. However, OR Software system generated notifications from the Consultant regarding changes in terms contained in the SCC including but not limited to timelines, costs, specifications etc. shall be automatically generated and considered as addendums to this Agreement once the other parties consent to the same in writing and such confirmation may also be provide via electronic mail. considered as addendums to the Agreement unless categorically rejected by either and/or both of the Contractor and/or the Owner.

#### **11.11 Counterparts**

The Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute the Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in 'portable document format' shall be as effective as signing and delivering the counterpart in person.

#### **11.12 Execution**

The Agreement and its counterparts may be executed via valid digital or e-signatures.

#### **11.13 Further Assurances**

Each Party agrees to take or cause to be taken such further actions, and to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents, as may be reasonably required or requested by the other Party in order to effectuate fully the purpose, terms and conditions of the Agreement.

#### **11.14 Stamp Duty**

The stamp duty payable, GST and/or other applicable taxes / charges payable on the Agreement shall be borne solely by the Owner.

## [PART B]

### 1. SPECIFIC CONDITIONS OF THE CONTRACT (SCC)

#### 1.1 General

- 1.1.1 Specific Conditions of Contract (SCC) shall be read in conjunction with the Master Agreement and the General Conditions of Contract (GCC)
- 1.1.2 Notwithstanding the subdivision of the Agreement into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into this Agreement so far as it may be practicable to do so.
- 1.1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC, then unless a different intention appears, the provision(s) of the GCC shall be deemed to override the provision(s) of SCC only to the extent that such repugnancies and/or variations in the GCC are not possible of being reconciled with the provisions of SCC. Notwithstanding anything to the contrary, the 'Exclusions' clause in this Specific Conditions of Contract shall supersede the provisions in the General Conditions of Contract. With the exception of the 'Exclusions' clause in the Specific Conditions of Contract, the terms of the General Conditions of Contract shall take precedence.
- 1.1.4 In case of irreconcilable conflict between relevant Indian standards, GCC, SCC, Specifications, Drawings, etc. the following shall prevail to the extent of such irreconcilable conflict, in order of precedence: i) GCC ii) SCC iii) Indian Standards...

#### 1.2 Scope of Work

- 1.2.1 The Owner(s) is the absolute owner of all that piece and parcel of the property situated at Plot No 26, Huskur - Dommasandra Road, Hosur Rd, near Munneshwara Temple, Bengaluru, 560035 measuring 3000 SQFT and more fully described in the Schedule 1 hereunder and hereinafter referred to as the 'Schedule Property'.
- 1.2.2 The Contractor has agreed to undertake/execute the Said Works in accordance with the specifications detailed in the Schedule 2 hereunder ('Specifications').
- 1.2.3 The Contractor is engaged to execute the Said Works in accordance with the Specifications within the agreed upon timelines and work schedule (hereinafter referred to as 'Work Schedule' and more fully described in Schedule 3 hereunder).
- 1.2.4 The Owner shall be liable to pay to the Contractor a sum of Rs 6652446.725 in tranches and as per agreed upon milestones through an escrow mechanism set by the Consultant (hereinafter referred to as the



'Payment Schedule' and more fully detailed in Schedule 4 hereunder) for the execution of the Said Works in accordance with the Agreement.

- 1.2.5 If the Contractor fails to complete/execute the Said Works within and in accordance with the Work Schedule, the Contractor shall compensate the Owner. The Contractor shall compensate the Owner for delays in completion of Said Works by means of liquidated damages. In no event, shall the total damages payable be greater 5% of total Agreement value. The liquidated damages payable is more fully detailed in **Schedule 5** hereunder.
- 1.2.6 The prevailing costs of key building/construction materials to be used in the execution of Said Works are as detailed in Schedule 6 below.
- 1.2.7 The site plans and Drawings with regard to Said Works on the Schedule Property are attached hereto as Annexure 1

### **1.3 Conditions Precedent**

- 1.3.1 The Parties agree and acknowledge that the Contractor shall only commence execution of Said Works on the Schedule Property upon fulfilment of the following conditions precedent:
- i.) The Contractor shall take site measurements including marking site boundaries and verify site conditions and shall carefully compare such site measurements and conditions and other information known to the Contractor with the Agreement.
  - ii.) On such site verification, if there is any necessity for extra filling-in at the Schedule Property to bring it to road level, the same shall be undertaken and completed by the Contractor after the Parties have agreed on the additional amounts payable by the Owner in this regard.
  - iii.) On such site verification, if it is found that the soil is loose or the water table is high at the Schedule Property, the same shall be undertaken by the Contractor after the Parties have agreed on the additional amounts payable by the Owner for additional expenses that will be incurred towards the excavation and foundation works or additional costs and/or time if the structural design is required to be redone to accommodate these soil conditions.
  - iv.) Power and water supply has been provided at the Site by the Owner.
- 1.3.2 Effective Date. The Consultant shall certify the completion of the aforementioned conditions precedent and the date of such certification shall be the 'Effective Date'.
- 1.3.3 Consideration payable to the Consultant – 2% of the total project value.
- 1.3.4 Exclusions – Statutory Approvals, Electricity & Water connections, Borewell

**SCHEDULE 2**  
**(Specifications)**

**Specification for CRN71774**

Total Cost : Rs 6652446

Total Built Up Area : 3394 sqft

**(Inclusive of GST)**

**(Discount Provided of 3.0% , Discount Amount - Rs 205745)**

**Construction Requirement Detail**

Plot Area = 2880

Ground Floor => 1156.0 sq.ft (Built up)+72.0 sq.ft (Verandah)+247.0 sq.ft (Covered parking)

1st Floor => 1250.0 sq.ft (Built up ) + 402.0 sq.ft (1 units of balcony)

2nd Floor => 267.0 sq.ft (Terrace built up)

Package Built Up Area = 2673.0 sq.ft

Total Built Up Area = 3394.0 sq.ft

Note-

1. We have offered Livespace Voucher for interior.

## Cost Break Up

Item	Rate	Quantity	Cost(In Rs)
Ground Floor + 1st Floor + 2nd Floor Specification	1920 per sqft	2673.0 sqft	5132160.0
Plumbing drawings	5000 per lumpsum	1	5000
Electrical Drawings	5000 per lumpsum	1	5000
Rainwater Harvesting	25000 per lumpsum	1	25000
Upgrading 6" external walls to 8" walls	30 per sqft	1523	45690
Compound Wall	1060 per rft	196	207760
MS Main Gate	300 per sqft	100	30000
Additional UG Sump Capacity	9 per litre	3000	27000
Additional for Plumbing --	10000 per lumpsum	1	10000
Additional for Foundation 60*40	60000 per lumpsum	1	60000
Interlock tiles	150 per sqft	179.5	26925
Loft Cost for entire building	280 per sqft	250.5	70140
Covered Terrace for premium package	1152 per sqft	238	274176
Premium Package Parking, Balcony	1152 per sqft	721	830592
Wiring for UPS	30000 per lumpsum	1	30000
Increase in Overhead Tank Capacity	7 per litre	500	3500
OverHead Tank Support 1059	1059 per sqft	80.5	85249
Savings			-215745
Total Cost			6652446

## Savings!!

Item	Rate	Quantity	Cost(In Rs)
Plumbing drawings	5000 per lumpsum	1	5000
Electrical Drawings	5000 per lumpsum	1	5000
Discount			-205745
Total Savings			215745

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## Ground Floor + 1st Floor + 2nd Floor Specification

**Package Name : Premium Package for Turnkey House Construction in Bangalore**

**Package Rate : Rs.1920 per sqft**

**Area : 2673.0 sqft**

**Total Built up area : 3394 sqft**



### Designs & Drawings:

- 2D Floor Plan
- 3D Elevation
- Structural Design
- Electrical Drawings
- All the designs will be provided in non editable PDF format



### Structure:

- Aggregates - 20mm & 40mm
  - Blocks - Standard Solid Concrete blocks. 6 inch for Exterior Walls & 4 inch for Interior Walls
  - M sand for Blockwork & Plastering
  - RCC Design Mix - As per the structural designer recommendation
  - Dr.Fixit Waterproofing
  - Ceiling Height - 10 feet (Finished Floor level to Finished Floor level)
  - The foundation will be as per the structural drawings. 5 feet deep foundation will be provided. An additional foundation may be required depending on the quality of soil discovered at the time of excavation. Chargeable beyond 5 feet. The package rate has been arrived at by estimating the cost of the foundation for a general case. Based on the Soil Conditions and Structural designs finalised for the Project, the actual cost will be arrived at and the differential, if any, will be chargeable
  - The height of the finished floor level on the ground floor shall be up to 1.5 feet above the existing ground level.
  - Solid concrete blocks shall be used for outer and partition walls as defined in the specification.
  - PCC of 100 mm to be provided below ground floor flooring.
  - Internal Plastering(1:5 cement mortar), external plastering (1:5 cement mortar), and ceiling plastering (1:4 cement mortar) shall be done. The thickness of the plaster shall be 12mm applied in 2 coats.
  - Chicken mesh shall be used near beam, column and masonry wall junction.
  - Water proofing compound of Fosroc/ equivalent brand shall be used in the internal and
-

external plastering.

- Curing compound of Sika Antisol/ equivalent brand shall be used in the internal and external plastering.
- Water proofing shall be done in the terrace slab, all washrooms and balconies using Fosroc Brushbond/ equivalent brands.
- Waterproofing admixture of Fosroc/ equivalent brand shall be used in internal plaster, external plaster, and mortar mix used in fixing washroom tiles.
- Steel - JSW Neo steel or equivalent
- Cement - ACC, Birla or equivalent of Grade - 43 or 53



### **Kitchen:**

- Ceramic Wall Tiles ( 2 feet above kitchen slab ) - Upto Rs.70 per Sqft
- Main Sink Faucet - Jaquar / Parryware / Hindware or Equivalent upto Rs.3000
- Any Other Faucet & Accessories - Basic Jaquar / Parryware / Hindware Fitting
- Kitchen Sink - Stainless Steel Single Sink or Granite finish worth Rs.7000/- (Futura , Carysil)
- Provision shall be made for water purification inlet near kitchen sink.
- Provision shall be made for washing machine inlet and outlet for utility / dry balcony
- Utility area shall be provided with a water inlet and outlet. Taps shall be provided for kitchen and utility area.
- One kitchen is included in the package per 1000 sqft of package built-up area. Additional kitchens shall be charged on pro-rata basis.
- Provision for exhaust fan shall be provided if desired.
- Kitchen countertop shall be granite of thickness (18-38mm thickness) 2 feet wide upto Rs. 180 per sqft.



### **Bathroom:**

- Bathroom Ceramic Wall Tiles with 7 feet height - Upto Rs.70 per Sqft
  - Sanitary ware & CP Fittings - Upto Rs.60000 till 1000 sqft of construction and prorata after. Company : Kohler, Jaquar, Hindware, Parryware
  - CPVC Pipe - Ashirwad / Supreme or equivalent
  - Bathroom Accessories - EWC, Health Faucet, Wash Basin with accessories, 2 in 1 wall mixer, Overhead Shower.
  - Mirror, Soap Dish, Towel Rail - Worth 5000 till 1000 ft of construction and prorata after.
  - Bathroom doors - Waterproof flush doors
  - Spacer joints shall be provided in the floor tiles and the wall dados. Filling shall be of polymeric cement grout of Roff/ Weber/ equivalent brands.
  - Gratings shall be sealed with polymeric cement grout of Roff/ Weber/ equivalent brands.
  - External pipes shall be fixed on raised clamps.
-

- Provision for exhaust fan shall be provided if desired.
- At least two nos. of 6 inches rainwater discharge pipes shall be provided per 1000 sqft of plot area and pro rata thereafter.
- One washroom is included in the package per 500 sqft of package built-up area. Additional washrooms shall be charged on pro-rata basis.
- Sewer line connection to the main drain line is included in the package up to 10 feet from the building.
- Value of CP Fittings and Sanitary ware upto =0.0 x 2673.0 = Rs 0.0.
- Bathroom Flooring - Anti-skid Tiles of value upto Rs.70/- per sqft.



### **Doors & Windows:**

- Main Door - Teak Door along with teak frame of 5inch by 3.5 inch, worth upto Rs.35000 including fixtures. Door Thickness around 38mm
  - Internal Doors - Hardwood Panelled Door upto Rs.11000 including fixtures. Door Frames of Sal Wood 4 inch by 3 inch
  - Windows - Sal wood/UPVC Windows with glass and mesh shutters(3 track with 1 mesh)
  - Washroom doors shall be flush doors and waterproof worth Rs. 8000 including frames and fixtures.
  - Windows shall be UPVC / Sal Wood type worth Rs. 600 per sqft including the frames and fixtures.
  - Main Door - The thickness of the main door shall be 38mm. Premium quality locks worth Rs 2000 of Europa/Godrej brand shall be used. The door shall be provided with 2 numbers of brass tower bolt and 3 number of brass hinges.
  - The thickness of the internal door shall be 38mm. Each door shall be provided with 1 number of aluminum / MS tower bolts, 3 numbers of MS hinges.
  - A front door stopper should be provided for the main door and room doors.
  - Grill work for window shall be MS grill with maximum 125mm spacing and 10mm thick rod.
  - A wall-mounted magnetic door stopper should be provided for the main door and room doors.
  - The timber used for windows or doors shall be well seasoned and free from knots, warps, sap, cracks, and other defects. All joints should be strong, accurately fitted, and glued. All sal woodworks is provided with two coats of paint
  - The total area of opening for windows and ventilators including frames in the package is 10% of the package built up area.
  - Window Chajja is provided as part of the package – Upto 1 feet outward projection and 6 inch extra on each side of window.
  - Main door size shall be 3ft 6inches x 7ft, Room doors shall be 3ft x 7ft and bathroom doors shall be 2ft 6inches x 7ft
  - Main door frame shall be 0 ft 3inches x 0ft 5inches, Room and bathroom frame size shall
-

be 0 ft 2.5inches x 0 ft 4inches



### Painting:

- Interior Painting - JK Putty + Apcolite Premium Emulsion or equivalent
- Exterior Painting - Asian Primer + Apex Exterior Emulsion Paint or equivalent
- Enamel paint shall be provided for all the MS grill works. All MS steel painting shall be provided with a anti corrosion coat before painting.
- External walls shall be painted with one coat of primer and two coats of paint.
- For internal walls and ceiling, wall putty shall be provided in 2 coats.



### Flooring:

- Living and Dining Flooring - Tiles or Granite or Marble of value upto Rs.120 per sqft
- Rooms and Kitchen Flooring - Tiles or Granite or Marble upto Rs.100 per sqft
- Balcony and Open Areas Flooring - Anti-skid tiles of value upto Rs.70 per sqft
- Staircase Flooring - Sadarahalli Granite of value upto 90 per sqft
- Parking Tiles - Anti-skid tiles of value upto 60 per sqft
- Ceramic tiles for walls under Kitchen and Bathroom: Tiles shall be free from cracks, spots, grazes, chipped edges and corners. Variation in size shall be limited to +/- 1.5 mm. Thickness shall be as specified, but in no case shall they be less than 6 mm.
- Only if granite is used -Granite used shall be as approved by the engineer and shall be hard, sound, free from cracks, cavities, holes, patches of injurious veins, weathered portions, flaws, etc. Granite used should have a minimum thickness of 19 mm
- Wall tiles shall be fixed with tile adhesive. Joints shall be cleaned thoroughly and grouted with site made grout.
- Grouting for tiles in the Balconies, terrace (if opted) shall be done with polymeric cement grout of Roff/ Weber/ equivalent brands.
- Plinth protection upto two feet wide is included in the package.
- Flooring/dado/skirting must to level/to plumb.
- Skirting shall be of tiles/granite. The height of skirting shall not be less than 75mm.
- Labour charges for cutting, laying, polishing, nosing, chamfering of granite shall be extra.
- Labour charges for laying of tiles shall be extra if tile of size greater than 2ft by 2ft are used.



### Electrical:

- Wires - Fireproof wires by Finolex
  - Switches & Sockets - Anchor Roma
  - Provision for television cable connection shall be provided.
-



- Corridor/passage/portico/parking/utility/terrace/stairs/balcony/space around house/any other built up area shall be provided with light point and plug points at suitable locations per 1000 sqft, 5 nos.
- Wiring for UPS is not part of the package.
- Earthing pit for one dwelling capacity shall be provided per 1000 sqft of package built-up area.
- Bathroom shall be provided with 2 numbers of light point, 1 number of geyser point, 1 number of plug point near sink.
- Rooms shall be provided with 3 numbers of light point, 1 number of fan point, 4 numbers of plug points near bedside table & tv and study/dressing & air condition.
- Living/Dining/Family hall each shall be provide with 1 or 2 number of fan point, 4 number of light points, 4 number of plug points.
- Kitchen shall be provided with 2 numbers of light point; 5 numbers of plug points for refrigerator, mixer, oven, water purifier and platform.
- MCB board shall be provided (Anchor, Finolex or equivalent).
- Each house shall be provided with 1 number of calling bell
- 2-way switches may be provided if required for room/living/stairs per bed room  
1 nos



### **Miscellaneous:**

- Overhead Tank - Sintex Triple Layered 1500 ltrs
- Underground Sump - 7000 litres
- Staircase Railing - SS (Stainless Steel) Railing
- Window Grills - Basic MS Grills with Enamel Paint at Rs.110 per sqft
- Main gate (Not included in package) and main gate post used shall be of mild steel of approved design with dimension. Each gate shall be provided with minimum two numbers of hinges, one number of top latch and one number of bottom latch.
- Compound wall (Not included in package) if provided - shall be of cement block masonry with 1.5 m (5 feet) height from the ground level and 115 mm in thickness.  
Buttress/columns shall be provided for every 3 m (10 feet) length of the compound.  
Expansion joints may be provided wherever necessary. The compound wall shall be constructed on size stone masonry foundation of minimum width 450mm (1.5 feet) and minimum depth 600mm (2 feet). The foundation shall be laid on compacted hard soil. Bed concrete of minimum thickness 80mm shall be provided below the foundation. Compound wall shall be plastered and painted as per the plastering and painting specifications.
- Weather proof course shall be provided at terrace with one coat of waterproofing agent of Dr. Fixit brand or equivalent. PPC cement shall be used at the site for both structural and non structural works.
- Rain water harvesting will be provided as per BBMP norms at nominal cost.(Not Part of the Package)
- Front elevation of the building shall include basic plastering and external painting with no

cladding/ grooves/ cuts/ projections or any other pure aesthetic elements.

- All our rates are Inclusive of GST. We don't charge GST extra.

- Parapet wall shall be provided with height of 3 feet and 150mm thick. Buttress shall be provided at every 3 m (10 feet) of length.

- Underground sump shall be provided with block masonry. PCC bed concrete of minimum 125mm thickness shall be provided at the bottom. The inside of the wall shall be provided with chicken mesh plastering. MS cover plate of dimension 600 mm x 600 mm shall be provided. Water Proofing chemical be applied to mortar for plastering.

- Warranty for Construction Works:

The contractor shall provide 5 years warranty of Structural elements in Reinforced Cement Concrete (RCC) from the date of Handover of the Project. For all other Civil works, a Warranty of 1 Year from the date of Handover shall be provided. This warranty in total shall be limited to 1% of the Project value and will cover defects that arise from Workmanship and shall exclude defects arising due to natural wear and tear, poor maintenance, forces of nature, acts of God, improper usage and any other factor/load/impact for which the structure is not designed. Such warranty shall not cover anything which was not part of the Contract and the scope of work defined therein.

- In case of rocky terrains, excavation costs shall be charged extra for foundation, sump, soak pit and other excavation items at Rs. 35 per cubic feet over and above the normal excavation costs.

- Individual foundation is considered. For foundations beyond five feet depth, extra cost of Rs. 35,000 shall be incurred per one foot of increase in depth, for a 30 ft by 40 ft plot and pro rata thereafter.

- Any item which is not mentioned in the specification is an exclusion.

- For raising Finished Floor Level in ground floor beyond 1.5 feet from the existing ground level, extra cost of approximately Rs. 40,000 shall be incurred per foot of rise for a 30 ft by 40 ft plot and pro rata thereafter.

- Platform for overhead tank is not included in the standard package and shall be charged based on the area and materials selected.

- Staircase railing of stainless steel shall be provided worth Rs. 250 per sqft for material, welding, fixing, and finishing.

- Dewatering during excavation/backfilling if required shall be charged as per actuals.

- Transportation of excavated earth is included only up to 30 metres from the construction site. Backfilling shall be done using excavated soil only. Backfilling using borrowed earth shall be charged for material and transportation.



### **Customisation Costs:**

- SSM below plinth is not part of package.

- External Drain cover (100mm) cost Rs 300 per sq.ft using Natural Stone.

- ACC Cement Price are 8100.

- JSW Neo Steel Price are 68000.

- Additional capacity for RCC underground sump at Rs 16/L.
  - Additional capacity for overhead tank at Rs 7 per L
  - In case of external staircase, headroom is not part of the standard package. Headroom is chargeable at par with package built-up area
  - Additional capacity for blockwork underground sump is Rs 9/L.
  - Lofts inside rooms and kitchen are not part of standard package, it is provided at Rs 280/sqft.
  - Italian Marble chemical treatment cost at Rs 20 per sq.ft (Excluding laying cost)
  - Additional cost of laying Indian marble laying is Rs 25 per sq.ft extra.
  - Additional cost of laying granite is Rs 18 per sq.ft extra. If buffing or chamfering/nosing is encountered charges will be Rs 30 per r.ft.
  - Blockwork septic tank cost is Rs 13/L and concrete septic tank cost is Rs 18/L.
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**SCHEDULE 3**  
**(Client Payment Schedule)**

Payment Stage	Work Stages	Start Date (DD/MM/YYYY)	End Date (DD/MM/YYYY)	Pay Date (DD/MM/YYYY)	% of Final Quote	Payment Amount (Rs)
Mobilisation Design & Drawing	1. Mobilisation, Designs & Drawings	20/09/2021	20/09/2021	15/09/2021	8.00 %	532195.68
Foundation Works	1. Excavation and PCC 2. Footing 3. Backfilling and Plinthbeam	22/06/2022	02/08/2022	19/06/2022	13.00 %	864817.98
GF Structural works	1. Column rising, blockwork upto lintel level for Ground Floor 2. Casting the lintels, staircase, blockwork upto the slab level for Ground Floor 3. RCC slab for roof level for Ground Floor	03/08/2022	09/09/2022	29/07/2022	12.00 %	798293.52
First Floor Structural works	1. Column rising, blockwork upto lintel level for 1st Floor 2. Casting the lintels, staircase, blockwork upto the slab level for 1st Floor 3. RCC slab for roof level for 1st Floor	10/09/2022	17/10/2022	05/09/2022	10.00 %	665244.60
Second floor Structural works, Parapet wall, Internal Plastering GF	1. Column rising, blockwork upto lintel level for 2nd Floor 2. Casting the lintels, staircase, blockwork upto the slab level for 2nd Floor 3. Internal Plastering for for Ground Floor 4. RCC slab for roof level for 2nd Floor	18/10/2022	24/11/2022	13/10/2022	12.00 %	798293.52
Internal Plastering SF & FF & Parapet wall	1. Parapet Wall & Water Proofing 2. Internal Plastering for for 1st Floor 3. Internal Plastering for for 2nd Floor	25/11/2022	28/12/2022	20/11/2022	9.00 %	598720.14
Toilet water Proofing, External Plastering, Flooring SF & FF	1. Toilet Water proofing for 2nd Floor 2. Plastering external 3. Toilet Water proofing for 1st Floor 4. Flooring works for 2nd Floor 5. Toilet Water proofing for Ground Floor 6. Flooring works for 1st Floor	29/12/2022	27/01/2023	24/12/2022	12.00 %	798293.52

Flooring GF, Painting & Terrace water proofing	1. Flooring works for Ground Floor 2. Painting 3. Terrace Water proofing	23/01/2023	11/02/2023	18/01/2023	9.00 %	598720.14
Doors, windows, Electrical & Final Painting	1. Fixing & Supply of Doors & Windows 2. Fixing & supply of Electrical Fixtures 3. Final painting	12/02/2023	19/03/2023	07/02/2023	9.00 %	598720.14
CP Fitting Sanitary ware & Final Completion	1. Fixing & Supply of CP Fittings & Sanitaryware 2. Final completion of Miscellaneous Works	20/03/2023	12/04/2023	15/03/2023	6.00 %	399146.76

**SCHEDULE 4**  
**(Contractor Work Schedule)**

Work Stage	Task	Start Date (DD/MM/YYYY)	End Date (DD/MM/YYYY)	% of Final Quote	Payment Amount (Rs)	Withholding %
Mobilisation, Designs & Drawings	1. Mobilisation, Designs & Drawings	20/09/2021	20/09/2021	8.00 %	532195.68	0.0 %
Excavation and PCC	1. Dressing of soil for footing 2. Excavation for sump and footing 3. Cleaning and levelling the site 4. PCC( 1:4:8)	22/06/2022	29/06/2022	3.00 %	199573.38	0.0 %
Footing	1. Marking for foundation and sump 2. Concrete casting 3. Providing wet covering & Curing 4. shuttering for footing 5. Reinforcement work for footing 6. Reinforcement work for column	30/06/2022	07/07/2022	5.00 %	332622.30	0.0 %
Backfilling and Plinthbeam	1. Levelling and compaction of soil 2. Plinth beam shuttering 3. PCC for Plinth beam 4. Backfilling and compaction of soil 5. Plinth beam concreting 6. Plinth beam reinforcement	08/07/2022	02/08/2022	5.00 %	332622.30	0.0 %
Column rising, blockwork upto lintel level for Ground Floor	1. shuttering for column 2. Providing wet covering and curing 3. Marking and starter concreting 4. Reinforcement for column 5. Blockwork upto lintel level 6. Concrete casting	03/08/2022	15/08/2022	3.00 %	199573.38	6.0 %
Casting the lintels, staircase, blockwork upto the slab level for Ground Floor	1. Blockwork upto slab/beam bottom level and curing 2. Staircase casting 3. Lintel shuttering and reinforcement 4. Lintel concreting	16/08/2022	21/08/2022	4.00 %	266097.84	6.0 %
RCC slab for roof level for Ground Floor	1. Reinforcement for slab 2. Casting of floor slab 3. Curing by ponding / Hessien cloth covering 4. Slab centering and levelling, supporting, cleaning and taping , oiling and marking 5. Electrical conduits laying 6. Reinforcement for beam	22/08/2022	09/09/2022	5.00 %	332622.30	6.0 %

Column rising, blockwork upto lintel level for 1st Floor	1. shuttering for column 2. Providing wet covering and curing 3. Marking and starter concreting 4. Reinforcement for column 5. Blockwork upto lintel level 6. Concrete casting	10/09/2022	22/09/2022	2.00 %	133048.92	6.0 %
Casting the lintels, staircase, blockwork upto the slab level for 1st Floor	1. Blockwork upto slab/beam bottom level and curing 2. Staircase casting 3. Lintel shuttering and reinforcement 4. Lintel concreting	23/09/2022	28/09/2022	3.00 %	199573.38	6.0 %
RCC slab for roof level for 1st Floor	1. Reinforcement for slab 2. Casting of floor slab 3. Curing by ponding / Hessien cloth covering 4. Slab centering and levelling, supporting, cleaning and taping , oiling and marking 5. Electrical conduits laying 6. Reinforcement for beam	29/09/2022	17/10/2022	5.00 %	332622.30	6.0 %
Column rising, blockwork upto lintel level for 2nd Floor	1. shuttering for column 2. Providing wet covering and curing 3. Marking and starter concreting 4. Reinforcement for column 5. Blockwork upto lintel level 6. Concrete casting	18/10/2022	30/10/2022	2.00 %	133048.92	6.0 %
Casting the lintels, staircase, blockwork upto the slab level for 2nd Floor	1. Blockwork upto slab/beam bottom level and curing 2. Staircase casting 3. Lintel shuttering and reinforcement 4. Lintel concreting	31/10/2022	05/11/2022	2.00 %	133048.92	6.0 %
RCC slab for roof level for 2nd Floor	1. Reinforcement for slab 2. Casting of floor slab 3. Curing by ponding / Hessien cloth covering 4. Slab centering and levelling, supporting, cleaning and taping , oiling and marking 5. Electrical conduits laying 6. Reinforcement for beam	06/11/2022	24/11/2022	5.00 %	332622.30	6.0 %
Internal Plastering for for Ground Floor	1. Providing Plumbing line 2. Butress / Bullmarking and surface preparation for plastering including hacking of concrete surfaces 3. Plastering and finish as required 4. Curing of plastered surface 5. Groove cutting for electrical conduiting	01/11/2022	10/11/2022	3.00 %	199573.38	6.0 %
Internal Plastering for for 1st Floor	1. Providing Plumbing line 2. Butress / Bullmarking and surface preparation for plastering including hacking of concrete surfaces 3. Plastering and finish as required 4. Curing of plastered surface 5. Groove cutting for electrical conduiting	09/12/2022	18/12/2022	3.00 %	199573.38	6.0 %

Internal Plastering for for 2nd Floor	1. Providing Plumbing line 2. Buttress / Bullmarking and surface preparation for plastering including hacking of concrete surfaces 3. Plastering and finish as required 4. Curing of plastered surface 5. Groove cutting for electrical conduiting	19/12/2022	28/12/2022	3.00 %	199573.38	6.0 %
Toilet Water proofing for 2nd Floor	1. Toilet Water proofing	29/12/2022	02/01/2023	1.00 %	66524.46	6.0 %
Toilet Water proofing for 1st Floor	1. Toilet Water proofing	03/01/2023	07/01/2023	1.00 %	66524.46	6.0 %
Toilet Water proofing for Ground Floor	1. Toilet Water proofing	08/01/2023	12/01/2023	1.00 %	66524.46	6.0 %
Flooring works for 2nd Floor	1. fixing of wall tile /dadoing 2. Finishing 3. Procuring materials 4. Surface preparation for wall tiling /Dadoing 5. Levelling and surface preparation 6. Laying of mortar bed and tile fixing	03/01/2023	12/01/2023	3.00 %	199573.38	6.0 %
Flooring works for 1st Floor	1. fixing of wall tile /dadoing 2. Finishing 3. Procuring materials 4. Surface preparation for wall tiling /Dadoing 5. Levelling and surface preparation 6. Laying of mortar bed and tile fixing	13/01/2023	22/01/2023	3.00 %	199573.38	6.0 %
Flooring works for Ground Floor	1. fixing of wall tile /dadoing 2. Finishing 3. Procuring materials 4. Surface preparation for wall tiling /Dadoing 5. Levelling and surface preparation 6. Laying of mortar bed and tile fixing	23/01/2023	01/02/2023	3.00 %	199573.38	6.0 %
Parapet Wall & Water Proofing	1. Providing drainage pipes 2. Waterproofing 3. Parapet wall 4. Terrace headroom ( Blockwork, centering ,rebar works, casting and finishing)	25/11/2022	27/11/2022	3.00 %	199573.38	5.0 %
Plastering external	1. Buttress / Bullmarking and surface preparation for plastering including hacking of concrete surfaces 2. Plastering and curing 3. Groove cutting for electrical conduiting 4. Providing Plumbing line	29/12/2022	27/01/2023	3.00 %	199573.38	5.0 %
Terrace Water proofing	1. Terrace Water proofing	28/01/2023	31/01/2023	3.00 %	199573.38	5.0 %



Painting	1. 1st coat of putty 2. 1st coat of primer 3. 1st coat of painting	23/01/2023	11/02/2023	3.00 %	199573.38	5.0 %
Fixing & Supply of Doors & Windows	1. Delivery of Doors and Windows 2. Fixing of Doors & Windows	12/02/2023	23/02/2023	3.00 %	199573.38	5.0 %
Fixing & supply of Electrical Fixtures	1. Supply of Electrical Fixtures 2. Testing of all electrical fixtures 3. Fixing of Electrical Fixtures	24/02/2023	07/03/2023	3.00 %	199573.38	5.0 %
Final painting	1. Last coat of internal and external painting with windows and doors	08/03/2023	19/03/2023	3.00 %	199573.38	5.0 %
Fixing & Supply of CP Fittings & Sanitaryware	1. Delivery of CP Fittings and Sanitaryware 2. Fixings of plumbing fittings 3. Pressure Testing of plumbing system	20/03/2023	31/03/2023	3.00 %	199573.38	5.0 %
Final completion of Miscellaneous Works	1. Ms railings and Cleaning and finishing work and handing over	01/04/2023	12/04/2023	3.00 %	199573.38	0.0 %

**SCHEDULE 5**  
**(Compensation for Delay)**

Project Span	Grace Period	Compensation
120 - 185 days	18 days	1% compensation will be given to the owner per month of delay post grace period
186 - 245 days	20 days	1% compensation will be given to the owner per month of delay post grace period
246 - 310 days	25 days	1% compensation will be given to the owner per month of delay post grace period
311 - 410 days	30 days	1% compensation will be given to the owner per month of delay post grace period
410+ days	30 days	1% compensation will be given to the owner per month of delay post grace period

**SCHEDULE 6**  
**(Prevailing Costs of Materials)**

**Proposed Cement Brands**

ACC- Rs. 420.0/bag

Birla Shakti- Rs. 410.0/bag

**Proposed Steel Brands**

JSW Neo- Rs. 71000.0/ton

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ANNEXURE 1  
(Site Plans/Architectural Layouts)

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