

M/s Jaswant Earth Mover Pvt. Ltd.

Auchandi Road, Bawana, Delhi - 110039

Contact No.- +91 9810957413, +91 9212171415

Subject: Work Order for 'Earth Excavation for proposed project at Parmeshwari Wala bagh, Model Town, Delhi.'

Dear Sir,

With reference to your offer and subsequent discussions/negotiations we had with you for the above works, we are pleased to issue this work contract for **"Earth Excavation Work for proposed project at Parmeshwari Wala bagh, Model town, Delhi."**

You are requested to proceed immediately on the issue of this order and complete the entire work within the timelines issued. The execution shall be governed as per the attached Bill of Quantities in Annexure – 1, on the following major terms and conditions: -

- 1. Scope of Works:** Your scope of work shall include:
 - Earth Excavation.
- 2. Specifications:** The work shall be carried out as per the drawings, standard engineering practices, IS codes, latest CPWD specifications & directions of the Project in Charge. Defective works or bad workmanship shall be redone/repared by you to the satisfaction of the Engineer in Charge without any extra charge.
- 3. Contract Value:** This is an item rate contract and quantity and contract price is derived from tentative quantity assumptions and the actual payment shall be made as per the work done and actual measurements on-site.
- 4. Price Variation:** The rates and prices specified by the Contractor shall be deemed to cover any escalation in prices of materials, consumables, etc. if any, during the Contract Period including any extension, and any claims by the Contractor for any escalation/additional costs shall not be admissible.

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5. **TDS:** TDS shall be deducted by the Owner from all payments made to the contractor as per the prevailing rates as applicable. TDS certificate shall be provided by the Owner.
6. **Retention:** Retention money is as per payment term. Nothing extra to be deducted in this head.
7. **Work to the Satisfaction of Engineer:** The Contractor shall execute and maintain the Works strictly in accordance with the Contract which will be to the entire satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's written instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the Works. The Engineer's decision relating to the use and quality of materials and visual and aesthetic effect shall be final.
8. **Risk & Cost:** In case the Project in charge finds that the works are not proceeding as per schedule or the quality of works being executed is consistently not to the satisfaction of the Project in charge, the Owner shall be at liability to cancel the contract without any financial implications. The balance work shall be executed at the contractor's risk and cost, as deemed fit by the Project in Charge.
9. **Defect Liability Period:** Defects liability period shall be 12 (TWELVE) Calendar Months, after completion & successful handover of the works to the Owner's Project in Charge. Should the Engineer consider, at any time during the construction or reconstruction or prior to the expiration of the Maintenance Period, that any work has been executed with sub-standard or imperfect materials or by un-skillful workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the Contract, then in that event, the decision of the Engineer shall be final and binding. The Contractor shall, on demand in writing from the Engineer, specifying the fault, notwithstanding that the same may have been inadvertently passed, certified and paid for, rectify forthwith or remove and reconstruct the defective work so specified, in whole or in part, as the case may require, at his own cost and risk; and in the event of his failing to do so within the period specified by the Engineer in his demand/ direction, the Owner, may carry out the work by other means at the risk and expense, in all respects, of the Contractor.
10. **Amendments:** This agreement may be modified only by a written instrument duly executed by each party. No breach of any covenant, agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who might assert such breach. All amendments and other modifications hereof shall be in writing and signed by each of the parties.

- 11. Water & Electricity:** The owner shall provide water & electricity at one point free of charge. However, branching shall be done by the contractor on his own and nothing extra shall be payable on this account.
- 12. Working at All Heights:** Item rates quoted by the Contractor in the bills of quantities shall include allowance for executing work at all heights above and at all depths below the ground level except where specific provision has been made to measure work separately at different heights. The method of measurements given in the CPWD Specifications 2009 and in the Indian Standard Method of Measurement shall be deemed to be modified accordingly.
- 13. Sub-Letting/ Sub-Contracting:** The Contractor shall not be permitted to Sub-Let/Sub-Contract the whole of the Works. Further, the Contractor shall not Sub-let any part of the Works without the prior written consent of the Owner's Representative except as provided for in these conditions, and such consent shall not be unreasonably withheld. Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults, and neglects of any Sub-Contractor(s), his/their agents, servants, or workmen as fully as if they were acts, defaults or neglects of the Contractor himself, his agents, servants or workmen. Engagement of labor contractor on a piecework basis shall not be deemed to be a Sub-Letting/Sub-Contracting under this Clause.
- 14. Storage and safe Custody of material:** We shall provide you space at the site as per your requirement and accessibility. However, storing, stacking and safety of the material will be within your scope. Round-the-clock watch and ward of store and material will be solely your responsibility. The owner shall not be responsible for any damage/loss/theft that occurs to material stored by you at site.
- 15. Safety to Workmen and material:** You shall take all adequate measures for complete safety of man, material and machinery deployed at site, whether your own or those of any sub-contractor. The Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury resulting to any workmen or other person in the employment of the Contractor or any sub-contractor and the Contractor shall indemnify and keep indemnified the Owner against all such damages and compensation and against all claims, demands, proceedings, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. All statutory requirements, Factories Act, ESI, Workmen Compensation, Bonus Act, Provident Fund & Gratuity Act, Industrial Dispute Act, etc., wherever applicable and where

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contributions/compensation/payments are to be made the same shall be borne by the contractor either during the term of a contract or after.

16. Labour Law & Compliances:

Engagement of Labour:

i) The Contractor shall make his own arrangements for the engagement of labor, local or otherwise, and for their transport, housing, and payment. All personnel engaged by the Contractor on the Works shall remain the sole responsibility of the Contractor and no claim shall lie against the Owner by them or Contractor or the Sub-Contractor or any person claiming on their behalf against the Owner in respect of any right or benefit due to the personnel in their employment.

ii) The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and registration under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 before the commencement of the work and continue to have a valid license and registration until the completion of work or expiry of the maintenance period, if applicable. The submission of Form V by the Owner shall not absolve the Contractor in any manner whatsoever of its liabilities and responsibility regarding the Contract Labor Regulation and Abolition Act and the rules and regulations thereunder.

iii) The Contractor shall pay the personnel employed by him directly or through Sub- Contractors, wages not less than the minimum wages notified under the Minimum Wages Act.

iv) The Contractor shall in respect of personnel employed by him either directly or through Sub- Contractor comply or cause to be complied with the provisions of all prevailing labour laws such as but not limited to the Payment of Wages Act, 1936; Minimum Wages Act, 1948; Owners Liability Act, 1938; Employees' Compensation Act, 1923; Maternity Benefit Act, 1961; Contract Labour (Regulation and Abolition) Act, 1970; Employees Provident Fund Act, 1952; Child Labour (Prohibition and Regulation) Act, 1986; Employees' State Insurance Act, 1948; Payment of Bonus Act, 1952; Payment of Gratuity Act, 1972; Employees' Compensation Act, 1923; Inter-State Migrant Workman (RECS), 1979; The Employees Deposit Linked Insurance Scheme, 1976; The Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 and any other Act, rules or regulations for labour as may be enacted by the Government or any modification thereof or any other law relating thereto and rules made there under from time to time.

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That the Contractor shall obtain an insurance policy against the accident(s) or loss of life in respect of all the personnel including those engaged through a Sub-Contractor providing adequate coverage against any disability or infirmity or death which may be caused to the personnel as a result of the accidents on the site.

v) That the Contractor having been covered under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 shall obtain the requisite Licenses from the concerned Authorities clearly setting out the number of persons to be engaged by it for the construction of the Works assigned under this Agreement. The Contractor shall maintain the requisites registration of Muster Roll and issue wages slips to each of its personnel including those engaged through a Sub-Contractor.

vi) In case of an accident whether resulting in any injury or disability or death of the personnel including those engaged through a Sub-Contractor, the Contractor shall be liable to pay to such personnel compensation in accordance with the provisions of Employees' Compensation Act, 1923. Such compensation shall be paid to the concerned personnel or the legal heirs within one month of the date of the accident.

vii) In the event the Contractor fails to pay the requisite compensation to its personnel including the one engaged through a Sub-Contractor, the Owner shall be entitled to pay to such personnel of the Contractor the requisite compensation, and the payment so made shall be adjusted against the bills payable to the Contractor by the Owner.

viii) In the event of an accident of any nature whatsoever at the Site or otherwise related to the Works awarded to the Contractor including Temporary Works, then the Contractor alone shall be liable for all the consequences arising out of such accident(s) and provide an explanation to the Police/ Authorities if required. Since the Owner is not involved in the construction of the Works, it shall not be responsible in any manner whatsoever in respect of such accident(s), and any legal proceedings, if instituted, would lie against the Contractor only and not against the Owner. The Contractor shall be solely responsible for any loss or damage to property or injury to any person (including but not limited to any injury to or death of any personnel engaged by the Contractor, any Subcontractor, the Owner, the Owner's Representative, the Engineer, the Architect or any other contractor or consultant engaged by or behalf of the Owner in relation to the Works or injury to or death of any member of the public) and the Contractor hereby expressly absolves the Owner from any such liabilities.

ix) It is clearly understood and agreed to by the Contractor that if by virtue of the Works undertaken by him and personnel deployed by the Contractor at the said project, the Owner is saddled with any liability, financial or otherwise under any statutory enactment or otherwise, the amounts which may be payable shall be recovered from the Contractor upon any such liability coming to the notice of the Owner.

17. Compliance with Safety Norms, Environment & Health at Project Site: You shall comply with all the safety norms, and environmental aspects pertaining to but not limited to disposal of civil construction material away from the water source drains, etc., and also be responsible for the health of workers. You alone shall be liable for any breach or violation thereof and shall keep us indemnified against any loss or damages suffered by us on this account. You shall make all necessary arrangements for the required tools, tackles, and other safety equipment like helmets, gloves, shoes, safety belts, etc. for examination of the workers on occupational health and safety aspects.

18. Insurance of Works and Contractor's Equipment: Without in any way limiting the other obligations and liabilities of the Contractor under the Contract, the Contractor shall affect and maintain in force, the insurances specified in this Clause and elsewhere in the Contract. The cost of procuring such insurances shall be deemed to have been included in the rates and prices quoted by the Contractor and the Contractor shall not be entitled to claim any additional payments or compensation on account of procuring the same.

i) Third Party Insurance

Before commencing the execution of the Works, the Contractor shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property, including that of the Owner and other adjoining properties, and to any person including any personnel of the Owner, Consultant, Architect, by or arising out of the execution of the Works or in the carrying out of the Contract and shall fully indemnify and hold harmless the Owner, the Engineer and all persons who may be associated with or connected with the Owner or the Engineer against all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of any damage caused to them.

Such insurance shall be affected with an insurer and in terms approved by the Owner and for amounts as stated in Annexure "A". The Contractor shall whenever require, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

ii) Insurance against Accident or Injury to Workers:

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The Owner shall not be liable for, or in respect of any damages or compensation payable at law in respect or in consequence of an accident or injury or loss of life or limb to any workman or other personnel engaged by the Contractor or any Sub-Contractor.

The Contractor shall indemnify and keep indemnified and hold harmless the Owner, the Engineer, and all persons who may be associated with or connected with the Owner or the Engineer against all such damages and compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Contractor shall ensure against such liability with an insurer approved by the Owner and shall continue such insurance during the whole of the time that any personnel are engaged by him or the Sub-Contractor on the Works and shall, when required, produce to the Engineer such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any Sub-Contractor, the Contractor's obligation to ensure as aforesaid under this sub-clause, shall be satisfied, if the Sub-Contractor, shall have insured against the liability in respect of such persons, in such manner that the Owner is indemnified under the policy, but the Contractor shall require such Sub-Contractor to produce to the Engineer, when required, such policy of insurance and the receipt for the payment of the current premium.

iii) Remedy on Contractor's Failure to Ensure; Waiver of Subrogation:

If the Contractor shall fail to effect and keep in force insurance, as per the terms of Contract, the Owner may affect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Owner as aforesaid from any monies due or which may become due to the Contractor, or recover the same from the Contractor.

It shall be the responsibility of the Contractor to lodge and settle all insurance claims, which may arise. The responsibility and liability of making good losses shall rest with the Contractor irrespective of the status of settlement of claims and the Owner shall not be liable for any additional cost on this account.

Insurance policies procured and maintained by the Contractor or any Sub-Contractor shall include a waiver of any right of subrogation of the insurers thereunder against the Owner, the lenders to the Owner, and their respective assigns, subsidiaries, affiliates, parent companies, employees, and of any right of such insurers under such policies to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy. The Contractor further releases assign and waives any and all rights of recovery against the Owner, the lenders to the Owner, and their respective assigns, subsidiaries, affiliates, parent companies, employees, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss covered by the policies of insurance

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maintained or required to be maintained by the Contractor pursuant to the Contract or because of deductible clauses in, or inadequacy of limits of, any such policies of insurance.

Each insurance policy required to be maintained by the Contractor shall provide that the insurance will not, as against one named party to the insurance, be invalidated by any act, breach, omission, neglect, or failure of another party.

19. Entire Agreement: This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all oral communications and prior writings with respect thereof.

20. Force Majeure: In case either of us is unable to fulfill our obligations under this agreement owing to force majeure conditions like war, floods, and the like, the party in default must immediately inform the other party of the existence and/or determination of the circumstances preventing the performance of their obligations under this agreement to enable the non-defaulting party to verify the facts and make alternative arrangements, if possible, at the cost of the defaulting party.

21. Arbitration and Jurisdiction Clause:

A) Resolution of Disputes: All or any disputes arising out or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions, cooperation, and consultation in the first place, failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location as may be decided by the Owner. The arbitration proceedings shall be conducted by a Sole Arbitrator who shall be appointed by the Owner and whose decision shall be final and binding upon the Parties. The Contractor hereby confirms that it shall have no objection to the appointment of Sole Arbitrator by Owner even if the person so appointed is an employee or advocate of the Owner or is otherwise connected to Owner and the Contractor confirms that notwithstanding such relationship/connection, it shall have no doubts as to the independence or impartiality of the Sole arbitrator.

B) The courts at Delhi alone and the High Court of Delhi at New Delhi alone shall have the jurisdiction in all the matters arising out of/touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at New Delhi.

C) Governing Law: The Governing Law shall be the Law of India.

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D) Indemnity: The seller/contractor shall be liable to compensate and indemnify, defend and hold harmless the company, the company's directors, officers, employees, and any person connected with the company from and against any and all losses, liabilities, damages, deficiencies, legal actions, fees, costs and expenses (including attorney's fees, costs, and expenses) or other losses incurred hereby or caused thereto, directly or indirectly, in respect of any breach by the supplier/contractor under this purchase order/work order/contract/any other agreement signed/to be signed between parties. The seller/contractor also agrees and accepts that it shall be solely responsible for any loss, damages, or injury caused to any property, material or human life that takes place due to an accident, etc. which has occurred in the said building/said plot whether directly or indirectly or due to negligence of the seller/contractor or its employees, agents, licensees and agrees and undertakes to indemnify all the pecuniary and consequential losses and damages of the company/affected person/s and shall keep the company, the company's directors, officers, employees and any other person connected with the company harmless and fully indemnified in this regard.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their Authorized persons on the day and year first written above.

A duplicate copy of this Work is enclosed which may please be signed at your end and returned to this office in token of your acceptance for our records.

Thanking you,

Yours faithfully

for **Aggarwal Plaza Pvt. Ltd.**

A handwritten signature in blue ink, appearing to be a stylized representation of a name, possibly "Anil", with a long horizontal stroke extending to the right.

(Authorised Signatory)

Read, understood, and accepted all the terms and conditions

for **M/s Jaswant Earth Movers Pvt. Ltd.**

(Authorised Signatory)

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