

# Adhya Properties

Highrise

LLPIN AAC-2250

318, 3rd Floor, Platinum Techno Park, Sector - 30A, Plot No.17 & 18, Vashi Navi Mumbai - 400703

GSTIN No : 27AAWFA7720P1ZM

## Work Order

Work Order No : 5  
Revision : 0  
Project : **Adhya Radhakrishna**  
Project Address : Adhya Radhakrishna, Gat. No. 119 to 122, Near City Pride School, Chikhali, Pune 411062

WO Date : 08/04/2023  
Work Commencement Date : 08/04/2023  
Work Completion Date : 01/06/2025

Contractor Name: : **Amit Infrastructure Consultants**  
Contractor Address: : Office No- 87-89, 2nd Floor, D-Wing, K.K. Market, Pune - 411043.  
PH. No-  
Contact Person : Amit Kendale  
Contact No : 02024373630  
Contractor PAN No :  
Contractor P.F. No :  
GSTIN No. :  
TAN No. :

Task	Qty	UOM	Rate	Amount	Ret %	SAC Code	GST %
<b>Consultation of Water supply and Sanitation Design work</b>							
<b>Consultation of Water supply and Sanitation Design work</b>	341,192.00	SQFT	2.50	852980.00	0.00 %		18.00 %
<b>Specifications</b>							
	<b>For Revision</b>	0	<b>For Total Work Order</b>		<b>Service Provider:-</b>		%
<b>Contract Amount (A):</b>	<b>852980.00</b>		<b>0.00</b>		<i>Amit Infrastructure Consultants</i>		%
<b>Total GST (B):</b>	<b>153536.40</b>		<b>153536.40</b>		<b>Service Receiver:-</b>		%
<b>Total (A + B):</b>	<b>1006516.40</b>						

### Terms & Conditions Agreed Upon:

Prepared By : Adhya Properties  
Approved By :  
Contractor : Amit Infrastructure Consultants

**With reference to the above, we Adhya Properties are pleased to award you for the (Water supply and Sanitation Design work/consultancy), the job at “Adhya Radhakrishna”, Adhya Radhakrishna, Gat. No. 119 to 122, Near City Pride School, Chikhali, Pune 411062**

**1. Contract value:** (Adhya Properties) confirms your acceptance of the Contract value of Rs.852,980.00 /-(Rupees Eight Lakh Fifty-two Thousand Nine Hundred Eighty Only ) which is inclusive of royalty, overhead and profits, all taxes, levies, duties, etc. and excluding applicable GST.

**2. Value Engineering:** As discussed and decided during the negotiation meeting you are hereby intimated that you should be open to any sort of value engineering to be done to curtail the cost and you should pass on this benefit to us.

**3. Contract Period:** Shall be ( ) calendar days from the date of issue of contractual commencement letter which is also is inclusive of monsoon and inclement weather conditions but excluding Force Majeure, if any.

**4. Tax Invoice Submission:** Consultant shall submit appropriate “TAX INVOICE” mentioning the details as defined below in Clause - Tax Invoice Details.

**5. Tax Invoice Details:**

- GST ID Company GST NO. to be mentioned in all Tax Invoices.
- Registered Address of Company - Adhya Properties,318, 3rd Floor, Platinum Techno Park,Sector - 30A, Plot No.17 & 18, Vashi Navi Mumbai - 400703.
- Project Address: Adhya Radhakrishna, Gat. No. 119 to 122, Near City Pride School, Chikhali, Pune 411062,

**6. Taxes and Duties:** GST as applicable shall be paid extra by us.

**7. Deduction: Statutory Deductions** - All statutory deductions as applicable prevalent during the tenure of this contract inter-alia including TDS under Income Tax Act will be made by us from the relevant Invoices and necessary certificates will be issued.

**8. Scope of services under the (Water supply and Sanitation Design work /consultancy ) shall be as - (Annexure 1)**

**9. Conditions of Engagement:**

- a) Amit Infrastructure Consultants shall carry out all functions detailed in Scope of Work according to the time scale set out in clause 6 herein.
- b) Amit Infrastructure Consultants shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed and undertaken to perform by them.
- c) Amit Infrastructure Consultants shall not make any deviations, alterations, and omissions from the approved design without our prior written consent.
- d) Drawings: Amit Infrastructure Consultants shall have no right to copy/alter/use the same for any other purpose other than for submission to the said Statutory Authorities. Also consultant name may require to acknowledge receipt of such drawings/any documents handed over by us.
- e) Fees payable to the Amit Infrastructure Consultants shall be fixed for entire tenure of the said project and no escalation shall be payable at any stage. This Fees is full and final and no other expenses shall be payable over and above the fixed fees.
- f) All the relevant inputs and details pertaining to your scope of work as defined in this Work Order will be furnished by us. The requirement for all such details which needs to be furnished by us should be submitted by Amit Infrastructure Consultants in writing to us well in advance.
- g) You shall work as a team with us and also other Consultants for the aforesaid Project and shall provide expertise on the allied aspects in terms of detail drawings, specifications as per the stages of work.
- h) You shall abide at all times by all labour laws, regulations, notifications and bye-laws of the State and/or Central Government including but not limited to Contract labour (Regulation & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Payment of Bonus Act, Workmen Compensation Act, E.S.I.C. Act etc. All liabilities under the Law for the time being in force in respect of any person employed by you shall solely **rest with you. You shall at all times indemnify us against all claims/compensation in respect of any manpower employed by you.**

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## 10. Termination of Agreement:

- a) This Work Order stands liable for termination if either party gives at any time a written notice of not less than Sixty (60) days to the other party of such termination.
- b) This Work Order stands liable for termination if Amit Infrastructure Consultants closes his business or becomes incapacitated.
- c) This Work Order stands liable for termination if Amit Infrastructure Consultants fails to adhere to the time schedule stipulated in the Schedule annexed hereto or the extended time scales jointly agreed to with us.
- d) This Work Order stands liable for termination if any change occurs in constitution of the Amit Infrastructure Consultants firm for any reason whatsoever.
- e) Even after such aforesaid termination of the Work Order, Amit Infrastructure Consultants shall be liable and responsible for all works executed before the aforesaid termination at no extra cost to us.
- f) Even after such aforesaid termination of the Work Order, we shall be entitled to make use of all or any drawings, or any other documents prepared by Amit Infrastructure Consultants, after payment for the services of the Consultant for preparation of the same in full, as provided herein.
- g) Even after such aforesaid termination of the Work Order, we shall be entitled to make deductions, from the total fees payable under Clause 1 herein, for functions and services not satisfactorily performed by Amit Infrastructure Consultants. In such cases, our decision as to what is the work actually done and ascertainment of the fees amount due to consultant name, assessed on the basis of actual work done, shall be final and binding on Amit Infrastructure Consultants.
- h) We will have the right to appoint any other agency in case of the termination of the Work Order as aforesaid.

## 11. Transfer of Interests:

Amit Infrastructure Consultants shall not assign or transfer their respective rights, benefits or interests under this Work Order to any third party.

Amit Infrastructure Consultants shall not subcontract any of its obligations under this Work Order without our prior written approval.

12. We shall be entitled to effect omission, postponement or non-execution of any part of scope of work assigned under this WO and pursuant thereof the concomitant fees payable to Amit Infrastructure Consultants shall not be paid and the same shall stand proportionately reduced.

13. We are entitled to make deductions, from the Fees vide this clause for functions not satisfactorily performed by Amit Infrastructure Consultants. Our decision in this regard will be treated as final and binding on Amit Infrastructure Consultants.

14. We are entitled to make deductions from the Fees for any functions or services mentioned herein which are not performed by Amit Infrastructure Consultants.

15. The scale of charges with approximate area configuration will be (edit option)

## 16. Schedule of Payment - (as per annexure)

The Tax Invoice shall be submitted in the manner listed in the Annexure upon completion relevant activity or function:

In case of the payments for the final completion of an activity the Fees shall be released only after obtaining the required approval etc. in original by us. Payment will be made within 15 days of from the date of submission of appropriate Tax Invoice on completion of respective activity. It is mutually understood between us and Consultant Name that Project address would be considered for payment.

Payment Enquiry: For any payment enquiry, please contact on 033-39842100.

17. **Confidentiality:** "Confidential Information" is all information concerning either party, which if disclosed to others, might be competitively detrimental to the other party. Confidential Information does not include any information that is generally known or available to the public, was known previously, or has been legally and rightfully received from a third party or developed independently. The parties will maintain any Confidential Information in strictest confidence, will not disclose it to any third party, and will use it only as necessary to perform under this contract. Each party will cause each of its officers, directors, employees, agents to restrict disclosure and use of such

Confidential Information in like fashion. Each party will be responsible for any wrongful disclosure and use of the same. If any court or other authority orders the disclosure of any Confidential Information, the affected party will immediately notify the other party to allow it to protect its confidential information. At the termination of this Contract, both parties will promptly, upon request of the other, return all tangible Confidential Information of the other except as required by applicable laws.

**Copy Right:**

All drawings/documents prepared under this Work Order are the property of Alcove. Similarly, all drawings documents and/or details issued by us will remain our property and you are not authorized to disclose, distribute or make commercial use of the same without our prior written consent.

**18. Indemnity: Amit Infrastructure Consultants** shall from time to time and at all times indemnify us and keep it indemnified, saved, defended and harmless from and against all claims, actions, suits, proceedings, costs, charges, expenses and liabilities arising out of or due to errors and omissions by Amit Infrastructure Consultants whilst rendering the services as regards all technical and statutory supports, as well as for any default or delay in rendering the services pursuant to this work order and / or any default, breach, non-compliance, non-observance and/or non-performance of any of the terms, conditions covenants, stipulations or provisions of this work order by . Amit Infrastructure Consultants. Amit Infrastructure Consultants shall also undertake to indemnify and hold harmless our all claims, damages, liabilities, losses and expenses arising out of, in whole or in part, omission, by negligent act or willful misconduct of Amit Infrastructure Consultants or any one directly employed by the Amit Infrastructure Consultants.

**19. Arbitration:** Unless settled amicably, the Dispute may be finally settled through Arbitration in accordance with The Indian Arbitration and Conciliation Act 1996. Should either Party decide to refer such Dispute to Arbitration, it shall first give 21 days' written notice of this intent to the other Party.

The Arbitration shall be conducted by three arbitrators, one appointed by each Party and two so appointed arbitrators shall appoint the third arbitrator who will act as presiding arbitrator. Arbitration proceedings shall be conducted in English and place of Arbitration shall be Kolkata.

The Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties shall not be altered by reason of any Arbitration being conducted during the progress of the Works.

**Language and Law :** The language of the Contract and the language of any proceedings in relation to this Order shall be English. The Law governing this Order shall be the Laws of India and the Courts in Kolkata will have jurisdiction.

**20. Interpretation:** The sub-headings herein are provided for the sake of convenience only and shall not affect the interpretation or meaning of the Clauses in any manner.

**21. Time Schedule:** Timely completion of entire scope of work is the essence of the contract. All activities, services and sanctions to be rendered by Amit Infrastructure Consultants as detailed in thi Work Order shall be performed and executed strictly according to the time schedule mentioned in clause 3

**The details time schedule shall be - (As per annexure)**

**Deliverables:** Deliverables shall include drawings & documents for the above scope of work as detailed in (Annexure- )

**22. Agreement:**

a) This Work Order shall be read conjointly with Contract Documents. This WO along with Contract Documents constitutes the entire WO made between the parties hereto relating to the specific subject matter hereof and supersedes all prior written representations or written WO or understandings, discussions, negotiations etc. between the parties.

b) No variations or modifications of this WO or waiver of any of the terms of provisions hereof shall be deemed valid unless it is in writing and is signed by both the parties.

c) This WO may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

d) This WO shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by both the parties.

**23. Force Majeure:** Neither party shall be held to be in breach of the terms of this WO, if it is prevented from performing its obligations by reasons of force majeure including but not limited to fire, flood, earthquakes, storms, typhoons, explosions, action of the elements, acts of God, governmental restrictions, accidents, epidemics, strikes, lockouts or other labour disputes, insurrections, riots or other civil commotion, war, enemy action, acts, demands or requirements of the governments or military authorities in any states or by other causes beyond its control, provided that notice is given to the other party, as soon as possible of the occurrence if the aforesaid events

**24. Limitation of Liability:** The limit of liability either individually or cumulatively shall not exceed the maximum amount of fees payable to consultant name under this WO or the maximum amount of fees paid till such date whichever is lower.

**25. No Agency:** Nothing in this WO shall constitute Amit Infrastructure Consultants as the agent of Adhya Radhakrishna Adhya Properties & 318, 3rd Floor, Platinum Techno Park, Sector - 30A, Plot No.17 & 18, Vashi Navi Mumbai - 400703 . And Consultant shall not have any right or power whatsoever to contract on behalf of us in any way in relation to the third parties. Nothing in this agreement shall constitute a partnership or joint venture between the parties.

**26. Partial Invalidity:** If any provision of this WO is declared by any judicial or any competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall replace that provision with a provision which is valid and enforceable and most nearly gives effect to the original intent of unenforceable provision or at our discretion it may be severed from this WO and the remaining provision of this WO shall remain in full force and effect.

**27. Waiver:** Any failure on the part of Developer to insist upon a performance to any of the terms and conditions of this Agreement or to exercise any option, right or remedy herein content, and any delay in exercising any right hereunder, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right. Any waiver of a breach of any term or provisions of this Agreement shall be effective or deemed to have been made unless such waiver is in writing and signed by us.

**28. Ethics: Amit Infrastructure Consultants** shall not pay or receive any commissions, prices, gratuities or grant any rebates to / from any employee, officer or agent of us nor favour employees, officers, agent of us with gifts or entertainment of any cost or value, nor enter into any personal business arrangements with employees, officers, agent of us other than as a representative of company. Amit Infrastructure Consultants shall not pay or receive any commissions, prices, gratuities or any such items in cash or in kind to / from any third parties associated with us or holding themselves out as associated with us.  
Any breach shall entitle us to terminate the WO forthwith.

**29. Notice:** Any notice required or permitted by this Work Order shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by a nationally recognised delivery service, or 48 hours after being deposited in the mail as certified or registered mail, with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth below or as subsequently modified by written notice:

**(A) Adhya Properties & 318, 3rd Floor, Platinum Techno Park, Sector - 30A, Plot No.17 & 18, Vashi Navi Mumbai - 400703**

**and**

**(B) Amit Infrastructure Consultants & Office No- 87-89, 2nd Floor, D-Wing,  
K.K. Market, Pune - 411043**

**Please sign and seal a copy of this Work Order as a token of acceptance and send us the same for our records.**

**Agreed and accepted be : .....**

**Signature : .....**

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**Name** : .....

**Designation** : .....

**Date** : .....













