

EMAAR

INDIA

Work Order

Contractor To Raj Technologies B 76, NICE Area, MIDC, Satpur, Nashik - 422007 (MH) Mr. Kunal Dusane (Mob: +91-9112216212) GSTIN: 27AJPPK1232N1ZW (MH)	W.O. Date : 17th Sep.' 2020 W.O. No. : 40634
Bill To Emaar MGF Land Limited, Indore Greens Premier Project, Indore, M.P. EMGF GST ID: 23AABCE4308B1ZG (M.P.)	Project Site at Indore Greens Phase-I and ECC, Indore (M.P.).

Subject:- GIS survey for MDU sites (Indore Greens and Emaar Continental City) for height clearance NOC from AAI at Indore (MP)

Dear Sir,

With reference to your final offer and the subsequent discussions for providing above mentioned work, we are pleased to issue you the work order on following terms and conditions and specifications for the same.

Terms and conditions:

1 Scope of Work & BOQ:

S. No	Description	Unit	Qty	Rate	Amounts
	GPS Survey Work				
1	GIS survey for site coordinate and Elevation certificate for MDU sites - Indore Greens for height clearance NOC from AAI. (Rate including transport/travel charges). (Size of Plot:2243 Sqm)	LM	1	35 000	35 000
2	GIS survey for site coordinate and Elevation certificate for Emaar Continental City for height clearance NOC from AAI. (Rate including transport/travel charges). (Size of Plot:2283.86 Sqm)	LM	1	35 000	35 000
	Total Amount (INR)				70 000
	IGST @ 18%				12 600
	Grand Total				82 600
	Rupees Eighty Two Thousands Six Hundred which is inclusive of GST, Labour Cess shall be borne by EMGF.				

On behalf of Company
Gurugram
Authorized Signatory

EMAAR MGF LAND LIMITED

EMAAR BUSINESS PARK, MG ROAD, SIKANDERPUR CHOWK, SECTOR 28, GURUGRAM 122 002, HARYANA

TEL.: +91 124 442 1155 | FAX: +91 124 479 3401

REGISTERED OFFICE: 306-308, SQUARE ONE, C-2, DISTRICT CENTRE, SAKET, NEW DELHI 110 017. TEL.: +91 11 4152 1155, 4948 3100

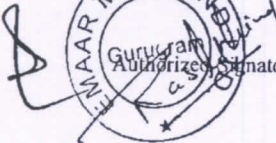
FAX: +91 11 4152 4619 | CIN: U45201DL2005PLC031611 | EMAIL: ENQUIRIES@EMAAR-INDIA.COM

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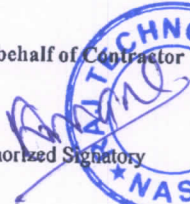
On behalf of Contractor
Raj Technologies
Nashik
Authorized Signatory


- 2 **Service Delivery Schedule:** The services shall commence as per the instructions of Project In charge Mr. Surya Kant Prasad (M-8368104278) or any other person as intimated by the Company in writing, and if asked, Contractor shall furnish the detail of services along-with the agreed Schedule of works.
- 3 **Completion Time:** within 30 days (Thirty) from the date of order.
- 4 **Mobilization Advance:** Nil
- 5 **Payment Terms:** 50% Payment in advances and balance payment shall be released within 15 days after submission of final report along with compliance (Like EPF & others).
- 6 **Taxes:** Every Bill shall have contractors PAN and GSTN.
- 6.1 **GST:** Payable as amount mentioned in clause 1 of Terms & Conditions of order.
- 6.2 **GST TDS :** Not Applicable
- 6.3 **Custom Duty :** Not Applicable
- 6.4 **Insurance:** Inclusive
- 6.5 **Packing/Freight/Transportation up to Delivery Location:** Inclusive.
- 6.6 **Loading/Unloading up to Delivery Location:** Inclusive.
- 6.7 **Liquidated Damages:** Not Applicable
- 6.8 **T.D.S.:** If applicable will be deductible as per applicable rate from the Amount payable to the Contractor.
- 6.9 **Bank Charges:** If any charge incurred for remitting payment to Contractor the same shall be borne solely by the Contractor.
- 6.10 **Any Other:** Not applicable.
- 7 **Security Deposit/Retention Money:** - Not applicable
- 8 **Defect Liability Period:** Not applicable
- 9 **Performance Guarantee:** - Not Applicable
- 10 **Rate Validity –** Price validity of the Contracts items shall remain till completion period from the date of commencement of works.
- 11 **Escalation and Statutory Variations:** Nil Escalation.
- 12 **All the line & level given by contractor shall be approved by the Project in charges.**
- 13 **Transportation:** - including in the Rate.
- 14 **Supply Material:** - Not applicable.
- 15 **Storage:** Only open space provides by EMGF and safety of the survey instruments in Contractor scope.
- 16 **Water & Electricity:** Water & Electricity in contractor scope.
- 17 **Contact Person:** Mr. Surya Kant Prasad (+91- 8368104278).
- 18 **General Terms and Conditions:** General Terms Conditions and attached Annexure-'A', form an integral part of the Order. In the event of any conflict between and among the provisions contained in this Order, the provisions of general terms and conditions shall prevail.

On behalf of Company


Gurusaran
Authorized Signatory

On behalf of Contractor


Authorized Signatory



Annexure-'A' General Terms and Conditions:

1. Definitions: Unless the context otherwise requires, capitalized terms in the Order shall have the following meaning:

1.1 Company/Buyer: shall mean **EMAAR MGF LAND LIMITED**, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi -110017. The term Company/Buyer shall mean and include Company's authorized representatives, heirs, successors, executors and assigns.

1.2 Contractor: shall mean from here on **M/s Raj Technologies**. The term Contractor shall mean and include Contractor's authorized representatives, heirs, successors, executors and permitted assigns.

1.3 Order(s): Shall mean this Work Order along with all BOQ, Annexures and Schedules, and amendments issued from time to time.

1.4 Service(s): The word 'Service(s)' shall mean and include all goods, materials, services, manpower, tools, plants, equipment, water, electricity, handling, packing, insurance and transport which may be required individually or collectively in preparation of and for, and in the full and entire execution and completion of the Services.

1.5 Bill of Quantities (BOQ): Means the item wise breakup giving brief identifying description of various activities of the work stating their quantities and respective applicable rates in the Order along with specifications as mentioned therein.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS

2. Services: The Contractor shall provide the Services more particularly specified in **Scope of Work & BOQ** to Company under this Order in the manner and on the terms & conditions contained herein.

2.1 The Contractor shall comply with the instructions provided by the Company from time to time relating to the performance of the Service, duties, and obligations under this Order. The Services rendered by the Contractor shall be subject to regular review by the Company and its decision as to the quality thereof shall be final and absolute.

2.2 The Contractor expressly acknowledges and agrees that the Parties have entered into this Order on the basis that the Company may, in its absolute discretion, acquire from third parties, services similar to or identical to the Services being provided by the Contractor under this Order.

2.3 The Contractor shall ensure that the Services are performed according to the terms and conditions of this Order.

2.4 The Company may, at any time, require the Contractor to, in which the Contractor shall, remove or replace one or more of the person/employee/machines deployed by the Contractor at the premises of the Company to perform the Services with other person/employee/machines of the Contractor with better or higher skills/efficiency and attribute, duly approved by the Company.

3. Representation and Warranties of Contractor: The Contractor warrants and represents to the Company that Contractor;

3.1 has visited the site and studied the documents/drawings/design related to the Services and is aware of all site constraints and preliminary work/visits need to be done before execution of actual work, and rates are deemed to be inclusive of all preparatory work and nothing extra shall be paid to the Contractor on any account what so ever.

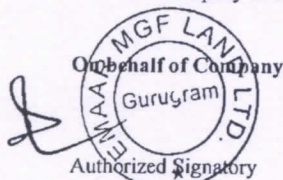
3.2 has full power and authority to enter into this Order and perform the Services and it has necessary infrastructure and all license, as may be prescribed under law, to duly perform the Services under this Order.

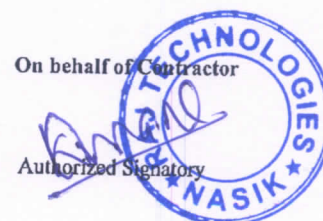
3.3 shall ensure that the Services are performed to the highest standards of professionalism and skill and otherwise in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as are issued from time to time, by the Company for the performance of the Services to the satisfaction of the Company.

3.4 shall perform the Services under this Order in such manner as not to adversely affect the reputation and goodwill of the Company.

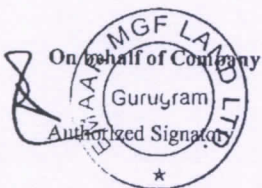
3.5 shall in performing its obligations under this Order, comply with all applicable laws, rules and regulations and government orders in the territory and will keep the Company harmless and indemnified.

3.6 shall be responsible for its corporate and personnel taxes and undertakes that it shall indemnify and hold harmless the Company in case any claim is made on the Company.


On behalf of Company
Gurugram
Authorized Signatory


On behalf of Contractor
Authorized Signatory

- 4. Delivery:** The Contractor shall ensure the delivery of the Services is strictly as per the Order only in all aspects unless any revision is informed and agreed by the Company in writing. The Company shall not be obliged to accept any services beyond the scope of the Order. All the Services of the Order should be completed within the time, as specified in the Terms & Conditions of the Order.
- 5. Inspection:** The Company shall within reasonable time after the Completion, as defined in the Terms and Conditions of the Order, inspect the Services provided under the Order. The Company may reject and refuse to accept the Services in full or any part thereof in case the Services provided do not conform to this Order, Quality parameters mutually agreed by the Parties, and/or the specification prescribed herein or by Bureau of Indian Standards or any other regulatory agency. Mere payment for the Services pursuant to this Order shall not be deemed an acceptance of the Services. The Contractor shall be solely responsible to bear the cost of testing of all materials and goods which are used in providing the Services.
- 6. Rejection:** If the Services or any part thereof is found to be in non conformance with either the specification specified in the Order or any regulatory body, the Contractor shall immediately take steps to rectify its mistakes and shall complete such work within Seven days of the same being intimated, In case the Contractor fails to replace or rectify the rejected Services within the time period mentioned hereinabove, the Company shall have the right to get the replacement or rectification of the Services from any other agency at Contractor's risk and cost. However, the Company may at its sole discretion reject the Services, if the same is not in conformance with the Order or any Specification specified by the regulatory authority, in case the Services is rejected, the Contractor shall not be entitled for any payment under the Order. In case payment has been made to the Contractor, the Contractor undertakes to refund the total amount within Three days of receipt of the rejection notice. In case the Contractor fails to refund the payments already received, the Company shall have right to adjust such payments from any amount due and payable to Contractor or by invoking the Bank Guarantee.
- 7. Responsibility:** Unless otherwise agreed between the Parties, the Contractor shall be solely responsible for all Services and any/all loss claim or damage relating to or arising out of the Order shall be sole responsibility of the Contractor.
- 8. Warranty:** Standard warranty will be applicable as provided by the Contractor on the Services except any special warranty conditions mutually agreed by the Parties.
- 8.1** Company extends warranty for all its products, and any claim accepted by the Company arising out from defects in the Services of the Contractor will be passed on to the Contractor for similar acceptance. The amount of unsettled claim may be set-off against any sum payable to the Contractor under this Order or any other Order with the Company.
- 9. Measurement:** Except where any general or detailed description of the Services expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Bureau of Indian Standard and if for any item no such standard available, then a mutually agreed method shall be followed.
- 10. Material Supplied By Company:** The Contractor shall place his indent in writing at least Ten Working days in advance of his actual requirement which shall be issued to him keeping in view the progress of work as assessed by the Company. Such materials shall be supplied for execution of the Services as per the Order and the value of the materials so supplied at the rates specified in the Terms & Conditions of the Order shall be set off or deducted as and when material issued, from the payment being made to the Contractor or from any sum then due or which may therefore become due to the Contractor under the Order or otherwise from Security Deposit if any. Contractor shall submit reconciliation statement of materials supplied by the Company to the Contractor at the time submission of each running bill.
- 11. Completion Certificate:** On completion of inspection, as mentioned in clause 5 hereinabove, and on being satisfied with the Services provided under the Order, The Company's representative shall issue a completion certificate after approving measurement book and final invoice for payment. However, in case the Company's Representative finds that the Services, are not in accordance with the specifications mentioned herein, Company shall issue a provisional certificate of physical/substantial completion indicating defects to be rectified by the Contractor and / or for which payment shall be made at reduced rates, but no final completion certificate shall be issued.
- 12. Bill Submission:** The duly certified, verified, approved Measurement Book along with Invoice and copy of the Order must be submitted in duplicate to the Company office for payment. The Invoice not fulfilling these requirements will be returned to the Contractor.
- 13. Clarification or Ambiguity:** Any clarification required or ambiguity noticed by the Contractor in specifications of the Services shall be brought to the notice of Company before commencement of Work.
- 14 Variations:** Except as expressly provided for in this Order, no variation or amendment of this Order shall be effective unless it is in writing and signed by a duly authorized representative of each Party.
- 15. Price Escalation:** The price given in the Order shall remain unchanged till completion of the work as per Order and the Contractor will not be entitled to claim any extra amount for any reason(s).



16. Defects Liability Period: Not applicable.

17. **Termination:** If the Contractor fails to remedy a breach of this Order and fails to rectify the same within One Day of the Company's written notification to the Contractor of such breach, the Company shall be entitled to terminate this Order without further reference or notice to the Contractor and damages caused to the Company on such event amount due shall be recovered from the Contractor. Any payment made by the Company to the Contractor under this or any other Order(s) up to the date of termination notice will be reconciled and money due to the Company will be refunded by the Contractor immediately. Notwithstanding anything stated hereinabove, the Company shall have right to terminate the Order anytime, without assigning any reason, if Services are no longer required by the Company by giving a notice of Not Applicable. However, in case the Company terminates the Order, without assigning any reason, the Company shall make payment of the accepted work carried on till the date of termination.

18. **Statutory Compliances:** The Contractor shall be solely liable for all Statutory Compliance in respect of all applicable laws of land which interalia includes Central/State/Local Labour laws and Regulations/Rules made thereunder including but not limited to Compliance of provisions of Minimum Wages, Provident Fund, ESI, Bonus, Gratuity, Factories Act, Contract (Abolition and Regulation) Act, Sales Tax and Sale of Goods Act etc. The Contractor shall be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State Labour laws and Regulations/Rules made thereunder in respect of Workmen employed by it. The Contractor shall be exclusively liable for compliance of safety rules to be followed as per any applicable law or rules made therein being in force in India. Further, the Contractor undertakes that in case of any injury (including death) is caused to persons at the Site Location, the Contractors shall be solely responsible and shall take all steps as may required under law including but not limited to payment of compensation, as may be prescribed under law. The Contractor shall indemnify and keep the Company, its employees, Directors, officers, servants and agents indemnified against any claim(s), loss(es) or damage that the Company suffer on account of such incident. In case, the Contractor fails to make payment of compensation as may be prescribed under the law, the Company may at its discretion make such payment directly and shall be entitled to adjust such amount against any amount due and payable by it to the Contractor.

If any amount of credit or any other benefit is denied or delayed to the EMGF due to any non-compliance by the seller/vendor (including but not limited to the failure to upload or incorrect disclosure of details on the GSTN portal or delay/ failure to deposit tax or due to non-furnishing or furnishing of incorrect/ incomplete documents by the Seller/vendor), the seller/vendor shall be liable to reimburse/ recover the loss which accrues to the EMGF on the aforesaid account. Alternatively, EMGF shall be entitled to adjust/recover such loss from the payment of all the subsequent bills issued by the seller/vendor

19. **Notices:** All notices referred to in this Order shall be in writing quoting order reference number and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent either by registered post / courier to the Party at its address shown on the first page of this Order.

19.1 Either Party at any time shall have right to substitute/change the address mentioned hereinabove by giving the notice in the manner prescribed hereinabove.

20. **Confidentiality:** All information including but not limited to all data, designs, drawings documents, applications, software, papers, statements, slips, programs, plans including building plan and/or any business/customer information (hereinafter collectively referred to as "Confidential Information") which may be provided or communicated by the Company to the Contractor in connection with this Order and/or in course of performance of the Services, duties and obligations under this Order shall be and remain the sole property of the Company and shall be treated as confidential by the Contractor. The Contractor shall not, except in terms of this Order, in any manner disclose the Confidential Information or any part thereof without prior written consent of the Company. All information shall be returned forthwith by the Contractor to the Company on happening of following event of

(i) completion, expiry or termination of this Order and
(ii) on demand from the Company. In case of any breach of this clause by the Contractor including employee, associate or agent of the Contractor during the subsistence of this Order or thereafter, Company without prejudice to its right to terminate this Order forthwith, be entitled to claim liquidated damages for the breach of Confidential Information.

21. **Force Majeure:** Neither Party shall be considered in default in the performance of their contractual obligations under the Order, as long as such performance is prevented or delayed for reasons, by such act of God, as severe earthquake, cyclone (except monsoon) floods, lightning, landslide, fire, explosions, plague or epidemics, strike and lockouts (lasting more than 14 consecutive calendar days), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities, rebellion, revolution, insurrection/or military usurped power or confiscation or trade embargoes or destruction or requisition by order of any Government or any public authority or any other circumstances beyond the control of the Parties. All contractual obligations of the parties hereto shall remain suspended during the period of Force Majeure.

21.1 It is agreed that in case both the parties are prevented from fulfilling the contractual obligations by a state of Force Majeure lasting continuously for a period 4 weeks, the two parties shall consult each other regarding the future implementation of the order. The mere shortage of labor, Services, or utilities shall not constitute Force Majeure unless caused by circumstances, which are themselves Force Majeure.

21.2 Both Parties shall endeavor to prevent, overcome or remove the cause of Force Majeure.

On behalf of Company
Authorized Signatory

On behalf of Contractor

Authorized Signatory

22. Indemnity: The Contractor shall indemnify and keep indemnified the Company and its director , officers, employees against all losses, claims , damages and consequences , whether civil or criminal, including in respect of injury or death of any person arising out or in the course of or caused while carrying out any work as envisaged under the Order or otherwise.

23. Governing Law & Dispute Resolution: This Order shall be construed and governed in accordance with laws of India.

23.1 In the event any dispute arises between the Parties in connection with this Order, the construction of any provision of this Order or the right, duties or liabilities of the Parties hereto under this Order, the Parties shall conduct negotiations in good faith to solve such dispute. If mutual resolution cannot be reached within thirty (30) days after the commencement of such negotiations, such disputes shall be referred to arbitration by sole arbitrator, appointed by the Director of the Company, under the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto. The venue of arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English. The award made by the arbitral tribunal shall be final and binding on the Parties.

23.2 The Courts at New Delhi shall have jurisdiction to try and entertain all matters/disputes arising out of these arbitration proceedings.

24. Misdemeanour: In the event of any misdemeanour on the part of the Contractor or involvement in unethical/corrupt practices or attempt to unduly influence to Company's personals for any reason whatsoever, the Company shall have full right to cancel the Order without any notice.

25. Entire Order: This Order (i) constitutes the entire Order between the Parties, and (ii) supersedes all prior and contemporaneous Orders or communications, with respect to its subject matter.

26. Severance: If any provision of this Order is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect.

27. Rights Ensure / Subletting of Order: The rights and obligations under this Order shall ensure to benefit of the successors and assigns of the Parties. However, the Contractor may not assign or sublet any rights or obligations under the Order without the prior written consent of the Company.

28. Costs: In any suit or action to enforce any right or remedy under the Order or to interpret provision of the Order, the prevailing Party will be entitled to recover costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, this Order has been executed and delivered by both Parties hereto.


On behalf of Company
Gurugram
Authorized Signatory


On behalf of Contractor
Authorized Signatory