



## Work Order

WO Date 14/04/2025

WO No. WO -WO-JRL-SO-MTM-BW -2025 - 0116

WO Revision 0.00

WO Revision Date 14/04/2025

To,  
**BABA CONSTRUCTION**  
  
S NO 626/1, GANGA DHAM, NEAR  
YASHARAJ GARDEN KARYAL PUNE,  
BIBEWADI, Pune, Maharashtra, 411037  
Contact No :  
Email:  
  
PAN :No:  
GST No: 27BEAPP3059K3Z7  
Valid Date: 14/05/2025  
Com. Date: 14/04/2025

Company Name :  
**Jairaj Realty LLP & Unit 9**  
**Jairaj Realty Unit 9 LLP**  
Sr. No. 36/1/1/, Office No. 802 8th Floor, Chordia G, Baner  
Gaon, Pune Maharashtra 411045.  
  
Site Name : MAHA TRADE MARKET(MTM)  
Site Address : SR.NO.577/2,577/3,C.T.S.  
NO.359,418(P),BIBWEWADI  
PUNE CITY PUNE  
  
PAN :  
GST No: : 27AAOFS6123L1ZP

**Subject : Machinery Hiring**

**Site Contact Person** Pravin Gurav : 8788538496

**Dear Sir,**

This has reference to your offer submitted to us for MAHA TRADE MARKET(MTM) project and our subsequent negotiation meetings, we are immensely pleased to confirm our intention of awarding the captioned subject work to your esteemed organization on the techno-commercial terms & conditions cum stipulations broadly depicted hereunder in the succeeding paragraphs.

Sr.No	Item Description	Qty	Unit	Rate Rs.	GST%	Amount
1	<b>Machinery Hiring</b> Machine Rent-Poclain Specification :	2.00	MONTH	4,00,000.00	18	8,00,000.00
				<b>Contract Amount (A)</b>		<b>8,00,000.00</b>
				<b>CGST 9% RD</b>		<b>72,000.00</b>
				<b>SGST 9% RD</b>		<b>72,000.00</b>
				<b>Total GST (B)</b>		<b>144,000.00</b>
				<b>Total (A + B)</b>		<b>9,44,000.00</b>

**AMOUNT IN WORDS:**

RUPEES NINE LAC FORTY-FOUR THOUSAND ONLY.

**WO Terms And Conditions :**

- 1.General :** Any dispute arising out of Local conflict shall be the sole responsibility of the Contractor & the consequences arising out of the same shall needs to be effectively handled by the Contractor including necessary interaction to be made With Local administrative authorities, an aid for its settlement, etc. complete.
- 2.Definitions as applicable to this contract :** Owner / Employer shall mean M/s. Jairaj realty Unit 9 LLP. and shall include their legal representatives, assigns or successors. Contractor shall mean M/s. Baba Construction and shall include their legal representatives, assigns or successors.
- 3.Duration of Work :** Time is the essence of this Contract. Contractor shall complete the entire scope of work within mutually agreed period i.e., within 90 days from the date of readiness & handover the site to the Contractor for Work.
- 4.Payment terms :** 100 % Payment after completion of work & within 30 days after submission of certified copy of tax invoice in prescribed format with the required back up at Solitaire Head Office Baner.

- 5.Mode of Measurement :** As per IS 1200.
- 6.Water & Electricity :** One-point supply in Owner's Scope & its further distribution as per site requirement shall be in Contractor's scope
- 7.Safety :** Contractor shall ensure that all your Workmen are provided with adequate safety equipment (i.e., PPE – Personal Protective Equipment's with full body harness – which shall largely comprise of IS branded Safety belts, Helmets, etc.) While working Any injury or accident caused to your Workmen will be your sole responsibility and the Consultant(s) / Owner(s) shall not be held responsible for the same.
- 8.Quality :** The Contractor shall strictly adhere to & comply to the quality desired by the Owner and failing to which the Owner reserves right to take the necessary actions including the levy of debits, etc. or as deemed suitable by the Owner. Any inferior quality work as pointed out from time to time by EIC shall be made good by the Contractor at his own expenses & no extra payment shall be made to the Contractor for such activity. All the works to be executed shall be strictly as per the Item Specification, Material Specifications and as per mentioned by the Owner & no deviations in the same shall be accepted.
- 9.Labour :** Labours for all the activities to be arranged and borne by contractor with the necessary required supervision including their food arrangements and accommodation.
- 10.Indemnity :** The Contractor shall indemnify Owner (s) with his complete Site Staff & staff at the back office as well and hold them harmless against all claims arising out of royalties of materials, taxes and patents payable by the Contractor, compensation payable by the Contractor to their sub-Contractors / personnel, etc. and losses, damages occurred to third party due to Contractors act of sheer negligence or carelessness , accidents/ fatal accidents or any other cause connected with the execution of work under this awarded contract till the entire period of this work.
- 11.Insurance and Statutory Compliance :** N.A.
- 12.Jurisdiction :** All disputes arising out of or in connection with this Work Contract shall be deemed to have arisen at Pune and only Courts in Pune shall have an exclusive jurisdiction to determine the same.
- 13.Liquidated Damages:**
- Contractor shall be obliged to complete the contractual scope within the contractual time frame.
  - In the event of failure of Contractor to complete the work within the stipulated time period due to reasons solely attributed to the Contractor, the contractor shall be liable to pay a liquidated damages at the rate of 2% (Two percent) of the total contract value per week of delay.
  - Maximum Liquidated damages shall not exceed 5% of total Contract Value.
  - Contractor Shall not be relived from the obligations even in the event of applicability of the said LD, Contractor shall complete the balance work within the time as mutually agreed further by both the parties.
  - Any delay attributed to Force Majeure shall not be accounted for while evaluating the repercussion under the clause of Liquidated damages as well as while calculating the incentive as well.
  - Similarly, in the event if the cause of delay is solely attributed to the owners cause then same shall be recorded and the necessary time extension will be given to the Contractor.
- 14.Force Majeure :** For the purpose of this Contract, a force majeure event shall mean an event like An act of god or events beyond the reasonable control of the affected party which could not have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, landslide or fire which prevent the Party claiming force majeure ("affected party") from performing its obligations under this Contract and which act or event is
- beyond the reasonable control of and not arising out of the fault of the affected party and
  - the affected party is unable to overcome such act or event by exercise of due diligence, reasonable efforts, skill, and care and
  - has a material adverse effect on the Work.
- 15.Defect Liability Period :** NA
- 16.Termination :** In the event if the Contractor categorically fails to satisfy the Owner's EIC / Principal Contractor with regards to overall quality of the work executed / being executed, deployment of resources in adequate numbers, overall speed of the work & finally about overall completion of the Project, etc. then the Owner reserves the full rights to terminate the contract without assigning any reason by issuing termination 2 no's (two) notices each of 7 days in advance.  
On such termination, Contractor should be obliged to stop the work and vacate the premises within the stipulated time frame and the Owner is obliged to pay the dues in such stipulated time as agreed by the contractor & towards the work executed till date.
- 17.Retention :** NA

Approved by digitally with the concern of

Name	Date/Time	Current Status	Remarks
Contracts Head(vikas.jadhav)		Approved	ok

**Koustubh**

**Auditor**

**For Jairaj Realty LLP & Unit 9**

**For BABA CONSTRUCTION**

**Created By**

**Approved By**

**Authorized Signatory**

**Authorized Signatory**

14/04/2025 12:40:4

02/06/2025 12:15:38