



MAHARASHTRA
 अ. नं. ६
 ६ AUG 2021
 मुद्रांक प्रमुख लिपीक
 व. को. अ. औरंगाबाद

2020

BC 223429

अ. नं. २८३८/१ दिनांक ९ AUG 2021
 हस्ते सरोज पाटिल
 कोणाकरिता कृषी क्रांती हितेक एग्रो प्रोड्यूसर कंपनी लिमिटेड
 किंमत ५००/-
 श्री. बाय. डी. रठोड
 मुद्रांक परवाना क्रमांक ३१०१०४८
 औरंगाबाद
 ९ AUG 2021
 (B)

AGREEMENT FOR CONSTRUCTION OF 250 MT CAP WH BLDG (COLLECTION CUM TRANSIT STORAGE) & DRYING YARD. A/P-AT SONWADI POST NAGAD TALUKA KANNAD DISTRICT AURANGABAD. WORKS

This deed of agreement is made in the form of agreement on 28/10/2021 28th day of 10th month 2021 between the KRUSHI KRANTI HITECH AGRO PRODUCER COMPANY LIMITED President of CBO, At- SONWADI Tal.- KANNAD Dist. Aurangabad (Employer) or his authorized representative (hereinafter referred to as the first party) and DILIP JOSHI (Name of the Contractor), S/O UTTAMRAO JOSHI resident of Plot No. 140 Gat No.95, Mansi, Peshawe Nagar, Satara Parisar, Beedbypass Aurangabad 431001. (hereinafter referred to as the second party), to execute Proposed Construction of CONSTRUCTION OF 250 MT CAP WH BLDG (COLLECTION CUM TRANSIT STORAGE) & DRYING YARD. Work for CBO At- Sonwadi Tal.- Kannad Dist. Aurangabad (hereinafter referred to as works) on the terms and conditions.



2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. 4351834.00 as reflected in Annexure - 1.

2.1 Payments to the second party for the construction work will be released by the first party in the following manner :-

First R.A. Bill	:	Should Not less than 10.00 Lakhs
Second R.A. Bill	:	Should Not less than 10.00 Lakhs
Third R.A. Bill	:	Should Not less than 10.00 Lakhs
Fourth and Final R.A. Bill	:	Should Not less than 13.52 Lakhs

2.2 Payments at each stage will be made by the first party :

- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of works in the format in Annexure - 2; and
- (c) upon proper and justified utilization of at least 50 % of the previous installment and 100 % of any prior installment.

3. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

4. Completion time

The works should be completed in 6 Months (months/weeks/days) from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

5. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The first party does not give access to the site or a part thereof by the agreed period.
 - b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
 - c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
 - d) Payments due to the second party are delayed without reason.
 - e) Certification for stage completion of the work is delayed unreasonably.
6. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. * _____ per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract amount.

(Note : The amount of liquidated damages per day should be determined at 0.05 % of the contract value of the works and indicated here).

7. Duties and responsibilities of the first party

- 7.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 7.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 7.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 7.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 7.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

8. Duties and responsibilities of the second party

8.1 The second party shall :

- a) Take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) Employ suitable skilled persons to carry out the works ;
- c) Regularly supervise and monitor the progress of work ;
- d) Abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- e) Be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification ;
- f) Ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) Keep the first party informed about the progress of work ;
- h) Be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ; and
- i) Maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

9. Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

10. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid

until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

11. Termination

- 11.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 11.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
 - (b) The Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (d) The Contractor does not maintain a security which is required;
- 11.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 11.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

12. Payment upon Termination

- 12.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- 12.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

13. ~~Dispute settlement~~

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with

the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.




Title: Authorized Person, CBO

Date: 28/10/2021

Place: -----

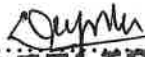
Seal:

In the presence of the following witnesses:
witnesses:

1. 
M.S. Gaikwad.

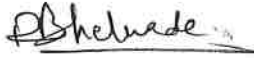
2. कोटीराम पवार

FOR THE 'SECOND PARTY'

Signed by 
DEELIP U. JOSHI
Title: Contractor
ENGINEERS & CONTRACTORS
Date: 28/10/2021
Place: ----- Plot No.140, Gut No.95/P, Infront of
Kalyani Kirana, Peshawe Nagar, Satara Parisar,
Aurangabad Mob. 9422712510 .
28/10/2021

Seal:

In the presence of the following

1. 
R.B. Helwade

2. 
R.Y. Dalvi

भारतीय गैर न्यायिक

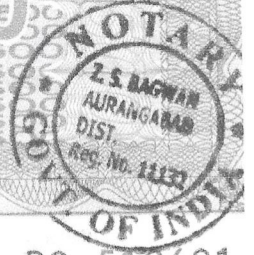
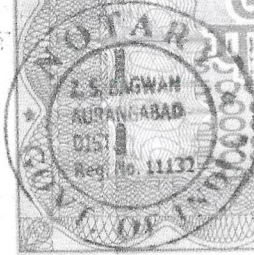
भारत INDIA

₹. 500

FIVE HUNDRED RUPEES

Rs. 500

INDIAN NON JUDICIAL



महाराष्ट्र MAHARASHTRA

2024

21 MAY 2025

DC 512691

जि. क्र. 13354 दिनांक

दिनांक

वाशिम मो, तैय्यब

कोणासाठी Rohit

Punjabam

Sasel

स्टॅम्प वेन्डर

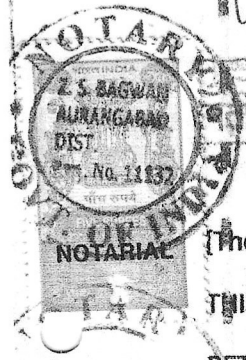
हस्ते Sels

2 Raj Agency

परवाना क्र. 3101005

पैठण गेट छत्रपती रमजीनगर

15 MAY 2025



लिपीक
संभाजीनगर

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the 23/05/2025

BETWEEN

- (1) Krushi Kranti Hightech Agro Producer Company Ltd., Sonwadi, Tq. Kannad, Dist. Chhatrapati Sambhajinagar a corporation incorporated under the laws of India and having its principal place of business at Gat No. 128, Sonwadi, Tq. Kannad, Dist. Chhatrapati Sambhajinagar, Krushi Kranti Hightech Agro Producer Company Ltd., Sonwadi, Tq. Kannad, Dist. Chhatrapati Sambhajinagar of the one part, and
- (2) Raj Agencies, Near Krishi Utpanna Bazar Samiti, Sillod Road, Phulambri, Dist- Chhatrapati Sambhajinagar-431111, a corporation incorporated under the laws of India and having its principal place of business at Near Krishi Utpanna Bazar Samiti, Sillod Road, Phulambri, Dist- Chhatrapati Sambhajinagar-431111, Raj Agencies of the other part.

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., Supply and Testing of Combine Harvester, Tractor and Implements and has accepted a Bid by the Supplier for the supply of those Goods and Services



The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

- a) the Letter of Acceptance
- b) the Letter of Bid
- c) the Addenda Nos. _____ (if any)
- d) Special Conditions of Contract
- e) General Conditions of Contract
- f) the Specification (including Schedule of Requirements and Technical Specifications)
- g) the completed Schedules (including Price Schedules)
- h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

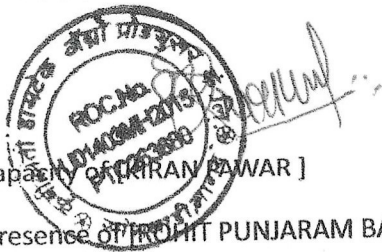
IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated below.

For and on behalf of the Purchaser

Signed:

in the capacity of [KIRAN RAWAR]

In the presence of [ROHIT PUNJARAM BARDE]



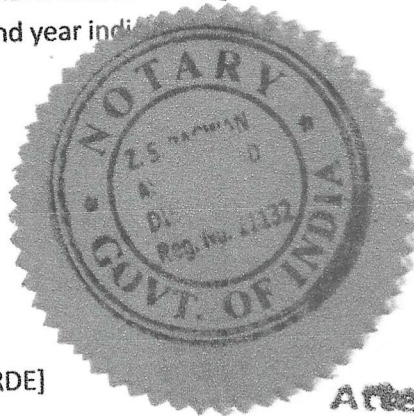
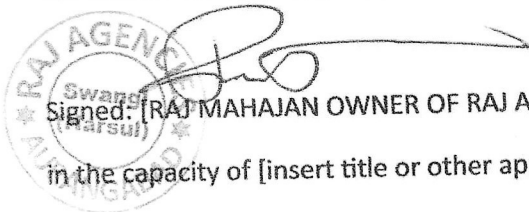
R Barde

For and on behalf of the Supplier

Signed: [RAJ MAHAJAN OWNER OF RAJ AGENCIES]

in the capacity of [insert title or other appropriate designation]

in the presence of [ROHIT PUNJARAM BARDE]



Attested

Z. S. Bagwan 28/5/2025
ADV. ZULPHEK... TAR BAGWAN
NOTARY GOVT. OF INDIA
Aurangabad Dist.
Regn. No. 11132

Adv. Zulpneknar S. Bagwan
Notary, Govt. of India
Aurangabad Dist.
Reg. No. 11132

