



## **General Terms & Conditions**

[For construction services provided by KDM InfraTech Pvt. Ltd.]

### **1. BACKGROUND & DEFINITIONS.**

- 1.1 These General Terms & Conditions govern the construction services provided by KDM InfraTech Private Limited ("Contractor") to its client ("Owner") and shall apply to all agreements or Work Orders referencing or incorporating these General Terms & Conditions.
- 1.2 The Contractor has agreed to undertake the said construction work on the terms and conditions set forth in the Agreement, including the payment terms, timelines, and scope of work defined herein.
- 1.3 "Project" refers to the construction of a building as more particularly described in Annexure I to the Agreement.
- 1.4 "Site" means the plot/parcel of the Owner precisely described in Annexure I to the Agreement.
- 1.5 "Owner" refers to natural or legal person described in the Agreement, which expression shall include his/her/their heirs, legal representatives, successors, and assigns.
- 1.6 "Contractor" refers to KDM InfraTech Pvt. Ltd., a company with its registered office at Astha Tower, Panbazar, C. K. Road, Guwahati, Assam, Pin – 781001, with GST # 18AAKCK2049N1Z1, which expression shall include its successors and permitted assigns.
- 1.7 Capitalized terms not defined herein in this section shall have the meaning ascribed to them in the relevant Agreement or the General Terms & Conditions.
- 1.8 The Owner and the Contractor are individually referred to as a "Party" and collectively as the "Parties"

### **2. SCOPE OF WORK**

- 2.1 Construction Obligation. The Contractor agrees to construct the building for the Owner at the Site, strictly in accordance with the approved architectural drawings, structural designs, technical specifications, and other terms outlined in Annexure I (Project Scope and Timeline) and Annexure II (Material Specifications). The Contractor shall be responsible for providing all necessary labour, materials, equipment, supervision, and related services required to complete the Project in a timely and workmanlike manner.
- 2.2 Statutory Permissions and Government Approvals
  - 2.2.1 Owner's Responsibility. The Owner shall be solely responsible for obtaining and maintaining all statutory approvals, no-objection certificates (NOCs), permits, and clearances from municipal, environmental, zoning, and other governmental authorities required for the lawful initiation and continuation of the construction work.
  - 2.2.2 Contractor's Assistance. Where the Owner requests the Contractor to facilitate the procurement of any such approvals, the following shall apply:
    - a. The Contractor will charge a separate facilitation fee, to be mutually agreed in writing in advance.
    - b. All actual expenses, including official fees and processing charges incurred by the Contractor for such facilitation, shall be reimbursed by the Owner within seven (7) days from the date of the Contractor's invoice.
    - c. The Owner shall retain sole responsibility for the legal validity and sufficiency of all obtained permissions and approvals.
- 2.3 Changes and Variations. Any modification to the design, scope of work, materials, or execution shall be formally documented through a written variation order, expressly termed as "Change Order", jointly signed by both Parties. Each Change Order shall include:
  - a. A clear description of the change;
  - b. Any additional costs involved;
  - c. Any impact on the construction timeline; &
  - d. No verbal or informal instructions shall be valid or binding unless confirmed in writing and acknowledged by both Parties.
- 2.4 Material Specifications and Quality Assurance. The Contractor shall:
  - a. Use construction materials that meet or exceed the quality standards defined in Annexure II.
  - b. Comply with applicable Indian Standard (IS) codes and local building bylaws.
  - c. Permit the Owner or the Owner's authorized representative to inspect the Site and materials during reasonable working hours.
  - d. Replace or rectify, at its own cost, any defective, substandard, or non-compliant work or materials identified during inspections or otherwise brought to the Contractor's attention.

### **3. PROJECT VALUE AND PAYMENT TERMS.**

- 3.1 Contract Price and Exclusions. The total contract value for the construction of the building, as agreed between the Parties, shall be stated in the Annexure III of the Agreement and it shall be exclusive of applicable taxes such



as GST and any other statutory levies that may be imposed under prevailing laws. This agreed amount (the “**Contract Price**”) represents full and final consideration for the scope of work defined under the Agreement, subject to any variations made in accordance with Section 2.3 (Change Order).

- 3.2 Payment Schedule and Milestone-Based Disbursement. The Contract Price shall be paid by the Owner to the Contractor in a phased manner, in accordance with the Payment Schedule provided in Annexure III to the Agreement. Each payment instalment shall be linked to the completion of specific stages of construction and shall be released upon completion of the corresponding work milestone.
- 3.3 Milestone Completion Certification and Payment Obligation. Each stage of work will be considered complete based on the Contractor’s assessment and confirmation that the milestone has been achieved as per the agreed plan and specifications. The Owner agrees to make payments as per the schedule without delay upon such confirmation from the Contractor. Timely payments are essential for keeping the Project on track. In case of delayed payments, the Contractor reserves the right to charge interest or temporarily suspend work.
- 3.4 Consequences of Payment Delays on Project Timeline. The Parties acknowledge and agree that timely payment by the Owner is a critical component for the uninterrupted progress and completion of the Project. In the event of any delay in payment by the Owner, whether in part or in full, beyond the timelines stipulated in the Payment Schedule under Annexure III, such delay shall directly and adversely affect the Contractor’s ability to mobilize resources, procure materials, retain labour, and maintain the scheduled pace of work. Consequently, any such delay in payment shall automatically result in a corresponding delay in the progress of work, extension of Project timelines, and potential disruption in sequencing of tasks or availability of subcontractors and vendors. The Contractor shall not be held liable for any delays, cost escalations, or other adverse effects arising directly or indirectly from such delayed payments. For the avoidance of doubt, the Owner expressly waives any right to claim damages, penalties, or deductions arising out of such delay in work caused by their own fault in timely payments. The Contractor may, at its sole discretion, adjust the construction schedule or suspend work until such outstanding payments are received, without this being considered a breach of the Agreement.

**4. LEGAL COMPLIANCE AND PERMITS.** Unless expressly agreed otherwise in writing, the following responsibilities shall apply with respect to statutory compliance, approvals, and insurance obligations:

**4.1 Owner’s Responsibility for Approvals and Legal Clearances.**

- 4.1.1 The Owner shall be solely and fully responsible for obtaining, maintaining, and bearing the cost of all necessary permissions, sanctions, clearances, and approvals required for the lawful execution of the construction Project on the Site. This includes, but is not limited to, land-use approvals, layout approvals, building permits, zoning and environmental clearances, and occupancy or completion certificates from the relevant municipal, statutory, or regulatory authorities.
- 4.1.2 If the Owner requests the Contractor’s assistance in facilitating or coordinating the procurement of such approvals, the Contractor may, at its discretion, agree to do so under the terms set forth in Section 2.2.2 above (Contractor’s Assistance). In such cases:
  - a. The Contractor shall act merely as a facilitator and shall not be liable for the outcome, accuracy, or legal sufficiency of any obtained approvals.
  - b. The Owner shall remain solely accountable for the compliance, validity, and continuity of all statutory permissions.

**4.2 Contractor’s Limited Compliance Scope.**

- 4.2.1 The Contractor shall carry out the construction work in adherence to applicable labor, tax, safety, and construction-related laws that are directly relevant to its scope of services. The Contractor shall not be responsible for broader regulatory or land-related compliances, nor for any legal deficiencies in the Site, land title, or Owner’s permissions.
- 4.2.2 The Contractor’s obligations shall be limited to ensuring compliance within the boundaries of its contractual duties and shall not extend to liabilities arising from administrative delays, regulatory rejections, or Owner-side non-compliance.
- 4.2.3 Responsibility for Labour Law Compliance and Salary Payments. The Contractor shall be solely responsible for the payment of wages, salaries, and any other dues to its employees, workers, subcontractors, and agents engaged in connection with the work. The Contractor shall ensure full compliance with all applicable labor laws, including but not limited to those relating to employment, social security, provident fund, employee state insurance, minimum wages, workmen’s compensation, and any other statutory obligations. The Owner shall bear no responsibility or liability whatsoever in respect of any claims, liabilities, or disputes arising out of or in connection with such payments or compliance.

**5. REPRESENTATIONS AND WARRANTIES**

- 5.1 Representations by the Owner. The Owner hereby represents and warrants that:



- a. The Owner has all the legal rights and title towards or is the sole and lawful owner of the Site described in Annexure I and is in peaceful possession thereof, free from any encumbrances, disputes, or claims that may adversely affect the construction work;
- b. The Owner has full legal right, authority, and capacity to enter into the Agreement and to permit the construction of the Project on the Site;
- c. All statutory permissions, approvals, and clearances required to commence and continue construction shall be timely obtained, valid, and kept in force at the Owner's sole responsibility and cost;
- d. There are no pending legal proceedings, restrictions, or third-party claims that may obstruct or delay the execution of the Project by the Contractor; and
- e. The Owner shall not interfere with the Contractor's execution of work, including through unauthorized instructions, changes, or restrictions on site access.

5.2 Representations by the Contractor. The Contractor represents and warrants that:

- a. It is duly incorporated and validly existing under applicable Indian laws, and has the requisite expertise, workforce, and resources to carry out the construction work described in the Agreement;
- b. It shall carry out the work in accordance with the approved designs, applicable codes, and good industry practices, subject to the limitations set forth in the Agreement;
- c. It shall use materials of the quality specified in Annexure II and shall execute the work in a professional and workmanlike manner; and
- d. It shall comply with all laws directly applicable to its scope of work, including labor, construction safety, and tax laws.

5.3 Reliance and Mutual Acknowledgement. Each Party acknowledges that the other Party is entering into the Agreement in reliance upon the representations and warranties stated above. Breach of any such representation shall entitle the non-defaulting Party to seek appropriate remedies as provided in the Agreement and under applicable law, subject to the limitation of liability provisions set forth herein.

5.4 Survival. The representations and warranties contained in this Section shall survive the completion, expiration, or early termination of the Agreement for a period of twelve (12) months, or for such longer period as may be necessary to resolve any dispute or claim arising in connection therewith.

## 6 DEFECT LIABILITY AND RECTIFICATION

6.1 Defect Liability Period. The Contractor shall provide a Defect Liability Period of twelve (12) months commencing from the date of completion and handover of the Project (the "Defect Liability Period"). During this period, the Contractor shall, at its own cost, rectify any genuine structural or workmanship-related defects that are directly attributable to deficiencies in the construction work executed by the Contractor, provided such defects are duly notified in writing by the Owner within the Defect Liability Period.

6.2 Scope of Rectification. Upon receipt of a written notice from the Owner identifying a valid defect within the scope defined above, the Contractor shall inspect and, if the issue falls within the agreed scope of liability, carry out necessary rectification works within sixty (60) days from the date of such notification. The Contractor reserves the right to determine whether a reported issue constitutes a construction defect or results from other causes such as misuse, lack of maintenance, natural wear and tear, or third-party intervention.

6.3 Exclusions. The Contractor shall NOT be responsible for:

- a. Defects arising due to improper use, neglect, or lack of routine maintenance by the Owner;
- b. Damage caused by natural calamities, accidents, or alterations made by the Owner or third-parties;
- c. Wear and tear due to regular usage or climatic conditions; &
- d. Any defects in materials, products, or fittings supplied by the Owner or third-parties.

6.4 Manufacturer Warranties. The Contractor shall, upon Project handover, provide the Owner with all applicable original manufacturer warranties and documents related to electrical systems, plumbing fixtures, tiles, appliances, and other relevant components not manufactured or fabricated by the Contractor. The Owner shall be solely responsible for any claims or servicing related to such items, and the Contractor shall not be held liable for manufacturer-related failures.

6.5 Limitation of Liability. The Contractor's total liability under this Section shall be limited to the scope of rectification described herein and shall not extend to any indirect, consequential, or commercial losses suffered by the Owner as a result of any defect or delay in rectification.

## 7 TERMINATION.

The Agreement may be terminated by either Party under the circumstances described below. However, termination shall be considered a last resort and must be preceded by written notice and reasonable opportunity to cure any default, unless otherwise expressly stated.

7.1 Termination by Owner. The Owner may terminate the Agreement by giving 30 (thirty) days' written notice to the Contractor only in the following circumstances:



- a. The Contractor abandons the site without justifiable cause and fails to resume work within 30 (thirty) days of notice;
- b. There is an unjustified delay exceeding 60 (sixty) consecutive days in the execution of work without any force majeure or approved variation order; or
- c. The Contractor is in material breach of an essential term of the Agreement and fails to cure such breach within 30 (thirty) days from the date of receiving written notice from the Owner.

Termination by the Owner shall be valid only if such breaches are substantiated with documented evidence and if the Owner has fulfilled all its financial and site-access obligations under the Agreement.

7.2 Termination by Contractor. The Contractor shall have the right to terminate the Agreement by giving fifteen (15) days' written notice to the Owner in the following circumstances, without prejudice to its right to claim compensation or damages:

- a. The Owner fails to make any due payment for more than thirty (30) days from the stipulated payment date, despite written reminders;
- b. The Contractor is denied or unreasonably obstructed access to the Site, or is unable to continue work due to actions or inactions by the Owner (including delays in approvals, permissions, or supply of Owner-provided materials); or
- c. Any other material breach by the Owner, including interference with Project execution or failure to cooperate, which remains unrectified for fifteen (15) days following written notice.

In such cases, the Contractor shall be entitled to receive payment for all work completed up to the date of termination, along with reimbursement of demobilization costs, verified material costs, and any outstanding dues, without obligation to refund any amount that has already been spent on Project activities.

7.3 Interruption or Termination Due to Owner's Fault. If the construction work is suspended, delayed, or terminated due to any act, omission, or fault of the Owner, including non-payment, failure to provide site access, delays in approvals or drawings, or third-party interference arising from the Owner's title or permissions, the Contractor shall be entitled to:

- a. The full remaining contract value or the value of unexecuted work, whichever is higher; &
- b. Reimbursement of all actual costs incurred up to the date of stoppage, including labor, materials, and demobilization.

7.4 Consequences of Termination & No Waiver of Rights: Termination shall not prejudice the Contractor's right to pursue legal remedies, including recovery of outstanding dues or damages, if the termination arises from Owner default or breach.

## 8 INDEMNITY

8.1 Indemnity by Contractor. The Contractor shall indemnify, defend, and hold harmless the Owner, including its employees, representatives, and permitted assigns, from and against any and all direct losses, liabilities, claims, damages, and expenses (including reasonable legal fees) arising solely from:

- a. Personal injury, death, or property damage caused by the proven negligence, misconduct, or omission of the Contractor or its employees, agents, or subcontractors;
- b. Breach by the Contractor of applicable laws, rules, or regulations in connection with the services performed in connection with the Agreement; or
- c. Claims by third-parties, including regulatory authorities, arising directly from defective workmanship, unauthorized use of materials, or wilful breach of the Agreement by the Contractor.

8.2 Indemnity by Owner. The Owner shall indemnify and hold harmless the Contractor, its employees, agents, and subcontractors from and against any and all claims, damages, liabilities, or expenses arising out of or related to:

- a. Disputes regarding the legal title, ownership, or authorized use of the construction site;
- b. Delays in payments, failure to provide timely approvals or uninterrupted site access, or any other Owner-side act or omission that hinders the Contractor's ability to perform its obligations;
- c. Any unlawful instruction, directive, or demand made by the Owner that results in a breach of law or third-party rights by the Contractor while acting on such instruction.

## 9 FORCE MAJEURE

9.1 The Contractor shall not be liable for any delay or failure to perform its obligations under the Agreement due to events beyond its reasonable control, including but not limited to natural disasters, pandemics, epidemics, acts of God, war, civil unrest, strikes, material or labour shortages, transport disruptions, or delays in statutory or municipal approvals not attributable to the Contractor ("Force Majeure Event"). In such cases:

- a. The Contractor shall notify the Owner within a reasonable time of becoming aware of the Force Majeure Event;
- b. The construction schedule including the timelines shall be extended by the duration of the disruption, without penalty or liability;



- c. If the Force Majeure Event continues beyond 90 days, either Party may terminate the Agreement without penalty. In such case, the Contractor shall be paid for all completed work, materials procured, and reasonable costs incurred up to the termination date.
- 9.2 Delays arising from a Force Majeure Event shall not be considered a breach by the Contractor, and no claims, deductions, or penalties shall apply during the affected period.

**10 LIMITATION OF LIABILITY.** Neither Party shall be liable to the other for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, loss of business, or reputational harm, arising out of or in connection with the Agreement. Further, notwithstanding anything to the contrary herein, the Contractor's total aggregate liability, whether in contract, tort (including negligence), or otherwise, shall be strictly limited to direct losses arising from Contractor's proven breach of its legally binding contractual obligations contained in the Agreement. Each Party agrees to use reasonable efforts to mitigate any loss or damage it may suffer under or in connection with the Agreement.

**11 GOVERNING LAW AND DISPUTE RESOLUTION.**

- 11.1 The Agreement shall be governed by and construed in accordance with the laws of the State of Assam and the laws of India as applicable.
- 11.2 All disputes or differences arising out of or in connection with the Agreement, including its interpretation, performance, or termination, shall be resolved through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended), and the rules framed by the Gauhati High Court governing arbitration proceedings. The seat and venue of arbitration shall be Guwahati, Assam, and the proceedings shall be conducted in the English language. The arbitral award shall be final and binding on both Parties.
- 11.3 Notwithstanding the foregoing, either Party may seek interim or emergency relief from any competent court in Kamrup (Metro) District, Assam, to preserve its rights or interests pending the constitution of the arbitral tribunal.

**12 BINDING ON SUCCESSORS, ASSIGNS, AND SUBCONTRACTING**

- 12.1 The Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors-in-interest, and permitted assigns. In the event of any sale, transfer, or assignment of the Site or any ownership interest therein by the Owner, all rights and obligations under the Agreement shall automatically transfer to and be enforceable against the transferee or new owner, without the need for additional consent from the Contractor.
- 12.2 The Contractor shall have the full right, at its discretion, to engage subcontractors, consultants, or independent service providers for the execution of specific portions of the work, provided that the Contractor shall remain primarily responsible for overall Project delivery and performance. The Owner acknowledges and agrees that the engagement of such third-parties shall not be deemed a transfer or assignment of the Agreement, and shall not require prior approval, so long as the Contractor remains the principal point of accountability.

**13 SITE UTILITIES AND AMENITIES.**

- 13.1 The Owner shall be solely responsible for ensuring that the construction site is properly equipped and accessible to facilitate the smooth execution of the works by the Contractor. This responsibility shall include, but not be limited to, the timely provision of:
- a. A continuous and sufficient supply of water required for construction activities;
  - b. Temporary or permanent electrical connections with adequate load capacity;
  - c. A basic washroom or sanitation facility for use by the Contractor's personnel and laborers; &
  - d. Secure and accessible storage space for construction materials, tools, and equipment.
- 13.2 Failure by the Owner to provide or maintain the above utilities and amenities in a timely and uninterrupted manner shall not be deemed a delay or default on the part of the Contractor. Any such deficiency or disruption shall entitle the Contractor to a corresponding and automatic extension of the construction timeline, without penalty or liability.

**14 BINDING AGREEMENT**

- 14.1 The Agreement, together with all Annexures and Exhibits referenced herein, and the General Terms & Conditions, shall constitute a legally binding contract between the Parties as of the Effective Date. The Parties acknowledge and agree that these documents are intended to be read and interpreted together as one unified contract, and that each forms an integral part of the overall contractual relationship.
- 14.2 In the event of any inconsistency, conflict, or ambiguity between the provisions contained in the Agreement and those set forth in the General Terms & Conditions, the provisions of the General Terms & Conditions shall prevail and supersede any contrary or conflicting terms of the Agreement, except to the extent that the



Agreement expressly and unequivocally states a specific intention to deviate from such General Terms & Conditions in a particular clause. Such deviation, to be effective, must clearly identify the conflicting clause in the General Terms & Conditions and articulate the Parties' mutual intention to override it.

- 14.3 The Parties further agree that any reference to this "Agreement" shall, unless the context expressly requires otherwise, be deemed to include all such associated and incorporated documents. The Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, negotiations, representations, or understandings, whether oral or written.

## 15 MISCELLANEOUS

- 15.1 Notices. All notices, communications, or correspondences under the Agreement shall be in writing and shall be deemed duly given if delivered personally, sent by registered post, courier, or email (with delivery or read receipt), to the addresses of the respective Parties mentioned in the preamble to the Agreement, or to any other address subsequently notified in writing. Notices sent by courier shall be deemed delivered on the third business day after dispatch; notices sent via email shall be deemed delivered upon acknowledgment or confirmation of delivery.
- 15.2 Assignment. Neither Party shall assign, transfer, or delegate its rights or obligations under the Agreement to any third-party without the prior written consent of the other Party, except that the Contractor may, without such consent, engage subcontractors, vendors, or independent consultants for the performance of specific portions of the work, provided it remains fully responsible for their performance and adherence to the Agreement.
- 15.3 Entire Agreement. The Agreement, along with all Annexures and Schedules attached hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior discussions, representations, warranties, or agreements, written or oral. No external document or oral statement shall be deemed to amend or modify the terms of the Agreement unless expressly incorporated herein by reference and duly signed by both Parties.
- 15.4 Amendments and Waivers. No modification, amendment, or waiver of any provision of the Agreement shall be valid unless made in writing and signed by both Parties. A failure by either Party to enforce any provision of the Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- 15.5 Severability. If any provision of the Agreement is found to be unlawful, invalid, or unenforceable under applicable law, the remainder of the Agreement shall remain in full force and effect. The invalid provision shall be replaced, to the extent permitted by law, with a valid provision that most closely approximates the original intent of the Parties.
- 15.6 No Partnership or Agency. The Agreement shall not be construed as creating any partnership, joint venture, agency, or employment relationship between the Parties. Neither Party shall bind, or purport to bind, the other Party in any way without prior written authorization.
- 15.7 Confidentiality. Each Party agrees to treat as confidential and not disclose to any third-party (except on a need-to-know basis or where required by law or regulatory authority) any proprietary, technical, or business information received from the other Party in connection with the execution of the Agreement. This obligation shall survive the termination or completion of the Agreement for a period of two (2) years.
- 15.8 No Third-Party Rights. Nothing in the Agreement shall confer or purport to confer any rights or benefits on any person or entity other than the Parties hereto and their respective permitted successors and assigns. No third-party shall have any right to enforce the terms of the Agreement under law or otherwise.
- 15.9 Tax and GST Treatment. All payments under the Agreement are exclusive of applicable Goods and Services Tax (GST) and other statutory taxes, levies, or charges, which shall be payable by the Owner in addition to the Contract Price. The Contractor shall issue tax-compliant invoices as per applicable GST regulations, and the Owner shall be entitled to input tax credit where eligible.
- 15.10 Counterparts and Electronic Execution. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Execution and exchange of the Agreement in electronic form, including via scanned or digitally signed documents transmitted through email, shall be deemed valid and legally binding.

- 16 **RIGHT TO AMEND GENERAL TERMS & CONDITIONS**. Contractor reserves the unilateral right to amend, modify, or update these General Terms & Conditions from time to time, at its sole discretion, without requiring the prior consent of the Owner. However, the Contractor shall inform the Owner of any key, material, or impactful changes that may reasonably affect the Owner's rights, obligations, or the execution of the Project. Such changes shall be effective from the date specified in the communication, or if no date is specified, then from the date of such notification. Continued engagement with the Contractor following such notification shall be deemed as acceptance of the revised terms.