

15 513D / 2020-21 / MM/BSY (SG)

Punab tola to Sarrigam

Schedule XLV Form No. 134.

Baysi

DIVISION

Baysi

SUB-DIVISION

Measurement Book

1124

npakarakat Cent

Name of work -

Situation of work -

Agency by which work is executed -

Date of measurement -

No. and date of agreement.

(These four lines should be repeated at the commencement of the measurements relating to each work.)

Particulars	Details of actual measurement				Contents of area
	No.	L.	B.	D.	
	Record Measured				
Agreement no -	15/2020-21				
① Setting out Pillars					
① Bench mark Pillar -	3 m.				
① Reference Pillar -	11 m.				
② Chanty and leveling					
	do - do -				

2 x 2810.00 x 3.5 = 19620

or, 1.967 ha

③

23/12/2020
 J. E. (Mud)
 23.12.2020
 Ju

Record Measured

Agreement no - 15533/2020-21

① E/W in execution by

level - do - do -

H.P. cut -

2 x 2 x 6.48 x 1.40 x 1.50 = 28.2709 m³

2 x 1 x 4.850 x 1.53 x 0.365 = 5.42 "

Box cut - 1 x 6.0 x 3.50 x 0.65 = 13.65 "

C.Wall - 2 x 3.50 x 1.30 x 1.80 = 16.38 "

R.W - 4 x 3.32 x 3.41 x 1.80 = 81.51 "

Continuation

= 171.14 m³

Continuation

Continuation

Sch. XLV-Form No. 134

Particulars	Details of actual measurement				Contents of area
	No.	L.	B.	D.	
				B.F.R. 137095.00	
(5) Conty of embankment					
— do — do —					
Vide Page No (15)					
(1) For level 100 m —				324.18 m ³	
				@ R. 125.11/4 ³ —	R. 56267.
(11) For level 100 m —				1427.54 m ³	
				@ R. 144.62/4 ³ —	R. 213682 =
(6) Conty of Subgrade -					
— do — do —					
Vide Page No - (15)					
				4867.38 m ³	
				@ R. 126.96/4 ³ —	R. 861332.00
(7) Conty of Crangular					
sub base — do —					
— do —					
Vide Page No - (16)				515.50 m ³	
				@ R. 2269.98/4 ³ —	R. 1455614.00
(8) E/W in mearcha in feet					
— do — do —					
Vide Page No - (1)				121.14 m ³	
" " (10)				29.80 "	
				200.94 m ³	
				@ R. 225.12/4 ³ —	R. 57302.00
					CO. 2781792.00

Continuation

Sch. XLV-Form No. 134

Particulars	Details of actual measurement				Contents of area
	No.	L.	B.	D.	
				BF-B 27	31792 = 10
(9) Plv Mis as levelling					
Course in feet					
— do — do —					
Vide Page No. (2)				17.09 m ³	
" "	(10)			4.60 "	
				21.69 m ³	
				@ R. 5835 44/4 ³	— R. 126571 = 10
(10) Plv Concrete for plain /					
reinforced in open					
feet — do — do —					
Vide Page No. (6)				30.92 m ³	
" "	(3)			2.25 "	
				33.17 m ³	
				@ R. 6482.72/4 ³	— R. 215032 = 10
(11) Plv plain / reinforced concrete					
Course (Mro)					
— do — do —					
Vide Page No. (2)				67.52 M.	
" "	(11)			33.78 M.	
				101.28 M.	
Vide Page No. (9)				16.15 m ³	
				117.43	
				Sq. 117.37 M.	
				@ R. 6713.02/4 ³	— R. 782907 = 10
				@ R. 3911.302 = 10	

Continuation

Particulars	Details of actual measurement				Contents of area
	No.	L.	B.	D.	
					BFR. 39,1302 = w
(12) p/v and laying Rec					
N/s for Cables -					
— do - do —					
Vide Rec No. (12)				15.0 m	
" " (11)				7.50	
				22.50 m	
					@ R. 3601.01/m — R. 82350 = w
(13) p/v Weep holes					
— do - do —					
Vide Rec No. (6)				16 m.	
					@ R. 123.04/m — R. 1969 = w
(14) p/v plain/reinforced Cement					
Concrete in Sub structure.					
— do - do —					
Vide Rec No. (6)				9.885 m ³	
Harsh. " " (9)				0.135 "	
				10.02 m ³	
					@ R. 7457.30/m — R. 74722 = w
(15) S/F/F and placing HYSD					
bar in reinforcement					
— do - do —					
Vide Rec No. (3)				0.1057 MT.	
" " (5)				1.082 "	
" " (7)				0.534 "	
				1.722 MT.	
					@ R. 58,205.57/MT — R. 1,00368 = w

Continuation Co R. 41,707.11 = w

Sch. XLV-Form No. 134

Particulars	Details of actual measurement				Contents of area
	No.	L.	B.	D.	
				Bf R. 41	207112 = 10
(16) PIV Base filling behind					
abutment — do — do —					
Vide Page No (10) 34.28 m ²					
C.R. 737.52/m ² — R. 25284 = 10					
(17) PIV and laying filter					
media — do — do —					
Vide Page No (9) 19.82/m ³					
C.R. 3022.10/m ³ — R. 59925 = 10					
(18) PIV and laying reinforced					
Conc concrete in					
sub structure —					
— do — do —					
Vide Page No (9) 4.38 m ³					
C.R. 8135.55/m ³ — R. 35593 = 10					
(19) SIFIF and placing HUSD					
bar infaceduct in					
Subur structure —					
— do — do —					
Vide Page No (8) 0.37 m ²					
C.R. 54104.31/m ² — R. 21998 = 10					
(20) PW drainage should					
— do — do —					
Vide Page No (10) 4 m ²					
C.R. 436.58/m ² — R. 1746 = 10					
				C.R. 43,15307 = 10	

Continuation

Continuation

Contractors All Risk Insurance

24/03/2021

To,
MAHAKAL CONSTRUCTION
AT- PROFESSOR COLONY RAMBAGH
DIST- PURNIA, BIHAR
PURNEA - 854301
PURNIA
BIHAR
INDIA
10DPUPK1909G1ZY(GSTIN Number)

Dear Sir / Madam,

Sub: Contractors All Risk Insurance Policy No. 2600026220 00 00

We take this opportunity to welcome you to the Tata AIG family! Thank you for choosing us to meet your insurance requirement. We take immense pride in having you with us and are glad to offer the best of our services. Tata AIG General Insurance Company Ltd. (Tata AIG) combines the Tata Group's pre-eminent leadership position in India and AIG's global presence as the world's leading international insurance and financial services organization. We at Tata AIG, strive to anticipate customer priorities and exceed their expectations. You can be assured that you have chosen the right partner to be **'With You Always'**

This booklet contains information about policy and other important details. We request you to kindly go through the terms and conditions of your insurance and keep this document safe.

Following are the basic details of your policy

Client ID	6089664539
Insured Name	MAHAKAL CONSTRUCTION
Communication Address	AT- PROFESSOR COLONY RAMBAGH DIST- PURNIA, BIHAR PURNEA - 854301 PURNIA BIHAR INDIA 10DPUPK1909G1ZY(GSTIN Number)
Product	Contractors All Risk Insurance
Project Period	From 19/05/2020 to 18/05/2021
Policy Period	From 23/03/2021 to 18/05/2021
Total Sum Insured (INR)	23,044,186.00
Net Premium (INR)	28,061.00
UGST/SGST @ 9% (INR)	2,525.00
CGST @ 9% (INR)	2,525.00
Gross Premium (INR)	33,111.00

Should you have any concerns or require any assistance, you can always reach us at

- 1) 24X7 toll free helpline - 1800 266 7780
- 2) SMS 'TAG' to 5616181
- 3) Write to us customersupport@tataaig.com

Thank you again for entrusting us with your business requirement. We sincerely appreciate you for expressing your confidence in TATA AIG.

We look forward to your continued patronage always.

Yours Sincerely,



**Authorized Signatory
For Tata AIG General Insurance Company Ltd. Ltd.**

Contractors All Risk Insurance

Schedule

Policy No. : 2600026220 **Issued at :** PURNIA
Renewal : 00
Endorsement : 00
Name of the Insured : MAHAKAL CONSTRUCTION
Communication Address : AT- PROFESSOR COLONY RAMBAGH
DIST- PURNIA, BIHAR
PURNEA - 854301
PURNIA
BIHAR
INDIA
10DPUPK1909G1ZY (GSTIN Number)
Place of supply -BIHAR
State code -10

Intermediary Name : MANISH KUMAR ROY **Intermediary Code :** 0032840000

Business of the Insured : Construction & maintenance of road from Purab tola to Surigawn in Block Baisi- 854315
Period of Insurance : From 23/03/2021 to 18/05/2021

Principal Name : Executive Engineer, Rural Work Department, Bihar
Principal Address : Works Division, Baisi Purnea Bihar 854301
Contractor Name : Mahakal Construction
Contractor Address : At- Professor Colony Rambagh Dist- Purnia, 854301, Bihar
Sub - Contractor Name :
Sub - Contractor Address :

Project Period : From 19/05/2020 to 18/05/2021
NKORL Warranty : It is hereby agreed and understood that we, as insurer are not liable for any loss and/or damage that might have happened from 19/05/2020 to 22/03/2021. We are also not liable for any losses that may be revealed after 22/03/2021 but would have happened during the period of gap in cover from 19/05/2020 to 22/03/2021

Risk Location Address : PURAB TOLA TO SURIGAWN IN BLOCK BAISI, PURNEA- 854315, PURNIA, BIHAR, INDIA

Description of Contract Works : Construction & maintenance of road from Purab tola to Surigawn in Block Baisi- 854315

Sr. No.	Insured Item	Sum Insured (INR)
Section I - Material Damage		
1	Contract Works (Permanent and Temporary Works And materials to be incorporated therein)	
1.1	Contract Price (as per schedule of Quantities & Rates &/or Values attached)	23,044,186.00
1.2	Materials and Item supplied by the principal	
2	Any other works, & installations not Included in 1.1 and 1.2 above (e.g. camp. Colony, stores etc. as per list enclosed)	
3	Construction Plant Machinery (Memo. 6) (as per list enclosed)	
Total Sum Insured		23,044,186.00

Add-on Covers for Section I

Sr. No.	Risk Description	Any one Accident	Any one Year
1	Extended maintenance cover	0.00	23,044,186.00

Sr. No.	Insured Item	Sum Insured (INR)
Section II - Third Party Liability		
1	Limit of indemnity in respect of any One accident or series of accidents Arising out of one event	
2	Total limit of Section II during Policy period	

Deductible/Excess - Section I & II

1 Normal 10% of claim amount subject to minimum of 23,044,186/-

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.

TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0021V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

- 2 AOG/Major Peril/Collapse/ 10% of claim amount subject to minimum of 23,044,186/-
- 3 Extended Maintenance 10% of claim amount subject to minimum of 23,044,186/-

Terms & Conditions -

- 1 Extended maintenance cover
- 2 EXCLUSION OF LOSS OF STABILISING FLUID
- 3 PILING CONSTRUCTION
- 4 SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION -
- 5 TEMPORARY ACCESS ROADS
- 6 ENDORSEMENT CONCERNING STORAGE
- 7 Earthquake
- 8 Terrorism Damage Exclusion Warranty
- 9 STFI covered
- 10 Warranted that any loss due to blasting activity is not covered under this policy.
- 11 Section Warranty-It is hereby agreed that as of the inception date of the policy, the following condition shall apply
- 12 In respect of road construction, the combined maximum length of excavation work, subgrade and sub-base courses not covered by a waterproof wearing course shall not exceed any one of the following at any one time.
- 13 A road portion is deemed to be not completed until the asphalt or concrete course has been laid. It is understood that road shall include all types of roads including but not limited to motorways and highways.
- 14 a. 1000 meters X 3 unconnected sections for flood prone areas and hilly regions for every stretch upto 25 km of the project subject to the total length of the section opened up for works at any time not exceed 12% of the total road length of the project. However at any point of time any two sections should be separated by a minimum distance of 250 meters.
- 15 b. 1000 meters X 5 unconnected sections for other areas for every stretch upto 25 km of the project subject to the total length of the section opened up for works at any time not exceed 20% of the total road length of the project. However at any point of time any two sections should be separated by a minimum distance of 500 meters.
- 16 c. 150 meters X 3 unconnected sections for internal & access roads of hydel power projects and any two unconnected sections separated by a distance of 50 meters from each other.
- 17 The scope of cover will be limited to - Roads Where value of culverts and Road bridges does not exceed the Value mentioned as structure of the contract value
- 18 Any type of Demolishment, Dismantling, Destruction is excluded from the scope of cover
- 19 Works in water is not covered under scope of policy
- 20 Cyber Risk Exclusion clause NMA 2915
- 21 Communicable Disease Endorsement / Infectious Diseases Exclusion Clause as per LMA 5393
- 22 "Our terms are based on the claim details provided by the client/broker/agent and subject to no known or further reported losses and no deterioration of loss ratio till inception of cover / confirmation of cover by us."
- 23 Tariff Occupancy-Roads - In townships
- 24 Extended Maintenance upto 60 months

Total Sum Insured (INR)	23,044,186.00
Total Net Premium (INR)	28,061.00
UGST/SGST @ 9% (INR)	2,525.00
CGST @ 9% (INR)	2,525.00
Total Gross Premium (INR)	33,111.00

Subject otherwise to terms and conditions of Contractors All Risk Insurance

IN WITNESS WHEREOF the undersigned being duly authorised by directors of the Company has/have hereunder set his/their hand(s) at Mumbai on this 1st day of August 2013.
GSTIN : 10AABCT3518Q1ZB - BIHAR, Service Accounting Code : 997137

The stamp duty of ₹ 0.5/- paid in cash or demand draft or by pay order,vide Receipt/Challan no: CSD/245/2021/544 dated the 12/02/2021

On Date : 24/03/2021

For Tata AIG General Insurance Company Limited.


Authorized Signatory

Policy Servicing Office
Tata AIG General Insurance Company Limited
2ND FLOOR, NAYAK COMPLEX,, NH 31, NEAR JAIL CHOWK,,PURNIA,BIHAR,PURNEA-854301
Tel No:91-91-9136938101, Fax No:91-0

RECEIPT

Receipt No. : 104531019898487

Receipt Date : 23/03/2021

Policy No : 2600026220 00 00

Received with thanks from MAHAKAL CONSTRUCTION a sum of ₹ **33,112.00** (Rupees Thirty Three Thousand One Hundred Twelve And Paise 00 Only) vide Cheque no. 752810 dated 23/03/2021 drawn on STATE BANK OF INDIA ,PAYABLE AT PAR branch PURNEA towards

Sr. No.	Policy Number	Total Premium (₹)	Utilized from the receipt for policy (₹)	Balance (₹)
1	2600026220 00 00	33,111.00	33,111.00	1.00

Note:

1. This is a computer generated receipt and does not require a signature.
2. Upon issuance of this Receipt, all previously issued temporary receipts, if any, related to this Policy shall be considered null and void.
3. Amounts received by cheque shall be subject to realisation.
4. Any amount received in excess of the Premium is being/shall be refunded by the Company.

GSTIN : 10AABCT3518Q1ZB - BIHAR Service Accounting Code : 997137

Revenue (consolidated) Stamp Duty duly paid vide challan No.CSD/200/2020/3048 date 21/12/2020 for applicable cases.

CONTRACTORS ALL RISK INSURANCE

WHEREAS the insured named in the schedule hereto had made to Tata AIG General Insurance Company Ltd. (hereinafter called "the Company") a written proposal by completing a proposal form which together with any other statements made in writing by the Insured for the purpose of this policy, is deemed to be incorporated hereto.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

GENERAL EXCLUSIONS

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

a) War, Invasion, Act of foreign enemy, hostilities or War like operations (whether war be declared or not) Civil War, rebellion, revolution, insurrection, mutiny, Civil commotion, Military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any Government de jure or defacto or by any Public, Municipal or Local Authority;

b) Nuclear reaction, Nuclear radiation or Radioactive contamination;

c) Willful act or willful negligence of the Insured or of his responsible representative;

d) Cessation of work whether total or partial.

Terrorism Damage Exclusion Warranty

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

In any action, suit or other proceedings where the Company, allege that by reason of the provisions of Exclusion (a) above any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

PERIOD OF COVER

Construction Period -

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time of commencement of work after the unloading of the property specified in the schedule from any conveyance at the site specified in the schedule whichever is earlier and shall expire on the date specified in the schedule. However, the Company's liability expires also for parts of the insured contract works taken over or put into service by the Principal prior to the expiry date specified in the policy whichever shall be earlier.

'If actual construction period is shorter than the period indicated in the schedule, no refund of premium shall be allowed unless specifically allowed by Insurers.'

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of construction included in the insurance is not completed within the time specified hereunder, the Company may extend the period of insurance but the Insured shall pay to the Company additional premium at rates to be prescribed by the Company.

GENERAL CONDITIONS

1. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the company

2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this policy and the expression 'this Policy' wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.

3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

4 (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.

(b) The Insured shall immediately notify the Company by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions

to be taken as circumstances may require and the scope of cover and/or premium shall, if necessary be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

5. In the event of any occurrence, which might give rise to a claim under this Policy, the Insured shall

- a) immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage.
- b) take all steps within his power to minimize the extent of the loss or damage
- c) preserve the parts affected and make them available for inspection by a representative or surveyor deputed by the Company.
- d) furnish all such information and documentary evidence as the company may require;
- e) inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the company within 14 days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding ₹ 2,500/-. In all other cases a representative of the company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the company.

7. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator, to be appointed in writing by the parties to or, if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators comprising of two Arbitrators - one to be appointed by each of the parties to the dispute/difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator/Arbitrators of the amount of the loss or damage shall be first obtained.

8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

9. If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability the company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

10. This insurance may be terminated at the request of the Insured at any time in which case the Insurers will refund appropriate premium amount subject to the following conditions.

- i) Claims experience under the policy as on date of cancellation should be less than 60 % of reworked premium.
- ii) The unexpired period is not less than 3 months or 25% of the policy period, whichever is less
- iii) Testing period should not have commenced.

This insurance may also at any time be terminated at the option of the Company by 15 days notice to that effect being given to the Insured in which case the Insurers shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

SECTION I - MATERIAL DAMAGE

The Company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed hereon) that if, at any time during the period of insurance stated in the said Schedule, or during any further period of extension thereof the property (except packing materials of any kind) or any part thereof described in the said Schedule be lost, damaged or destroyed by any cause, other than those specifically excluded hereunder, in a manner necessitating replacement or repair the Company will pay or make good all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in the whole the total sum insured hereby

The Company will also reimburse the Insured for the cost of clearance and removal of debris following upon any event giving rise to an admissible claim under this policy but not exceeding in all the sum (if any) set opposite thereto in the Schedule.

EXCLUSION TO SECTION I

The Company, shall not, however, be liable for

- a) the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;
- b) loss discovered only at the time of taking an inventory;
- c) c) normal wear and tear, gradual deterioration due to atmospheric conditions or lack of use or obsolescence or otherwise, rust, scratching of painted or polished surfaces or

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.

TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0021V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

- breakage of glass;
- d) loss or damage due to faulty design,
- e) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/ or workmanship;
- f) the cost necessary for rectification or correction of any error during construction unless resulting in physical loss or damage;
- g) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities, cheques, packing materials such as cases, boxes, crates;
- h) any damage or penalties on account of the Insured's non- fulfillment of the terms of delivery or completion under his Contract of Construction or of any obligations assumed there under or lack of performance including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies;
- i) loss of or damage to vehicles licensed for general road use or water borne vessels or Machinery/Equipment mounted or operated or fixed on floating vessels/craft/barges or aircraft.

PROVISIONS APPLYING TO SECTION I

Memo 1. SUM INSURED

It is a requirement of this insurance that the Sum of Insurance stated in the Schedule shall not be less than the completely erected value of the property inclusive of freights, customs duty, erection cost and the insured undertakes to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices. Provided always that such increase or decrease shall take effect only after the same has been recorded on the policy by the Company.

If, in the event of the occurrence of a loss, or damage it is found that the Sum Insured representing the completely erected value of the property and/or of particular item involved is less than the amount required to be insured the amount recoverable by the insured under the policy shall be reduced in such proportion as the Sum Insured bears to the amount required to be insured.

Memo 2. PREMIUM ADJUSTMENT

The Sum Insured under the Policy representing the complete value of the contract works shall be adjustable at completion of the construction on the basis of actual values to be declared by the insured in respect of freight and handling charges, customs dues and construction cost and difference in premium shall be met with by payment at the rate agreed to or by the insured as the case may be. Any increase or decrease in the Prime cost of materials shall not be the subject matter of premium adjustment.

Memo 3. REINSTATEMENT OF SUM INSURED -

In the event of loss or damage the Insurance shall notwithstanding be maintained in force during the period of insurance for the Sum Insured the Insured undertaking to pay a pro-rata additional premium on the full amount of each claim for the loss or damage from the date of such loss to the expiry of the period of Insurance.

Memo 4. BASIS OF LOSS SETTLEMENT

In the event of any loss or damage the basis of any settlement under this Policy shall be

a) a) in the case of damage which can be repaired, the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage,

OR

b) in the case of a total loss the actual value of the items immediately before the occurrence of the loss less salvage;

However, only to the extent the costs claimed has to be borne by the Insured and to the extent they are included in the Sum Insured and provided always that the provisions and conditions have been complied with.

All damages which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) above.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy

Memo 5. EXTENSION OF COVER - Any extra charges incurred for overtime, work on holidays, express freight (excluding air freight), are not covered by this insurance, unless agreed upon at an additional premium to be prescribed by the Company.

Memo 6. CONSTRUCTION PLANT AND MACHINERY -

Loss of or damage to Construction Plant and Machinery excludes loss or damage directly caused by its own explosion or its own mechanical or electrical breakdown or derangement.

Memo 7. SURROUNDING PROPERTY

Loss of or damage to property located on or adjacent to the site and belonging to or held in care, custody or control of the Principal(s) or the Contractor (s) shall only be covered if occurring directly due to the construction of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefore has been entered in the Schedule under Section I, for Principal's surrounding specified property. This cover does not apply to construction/erection machinery, plants and equipment.

Memo 8. MAJOR PERILS/AOG PERILS -

The Major Perils/Acts of God Claims shall mean the claims arising out of

- a) Earthquake - Fire & Shock
- b) Landslide/Rockslide/Subsidence,

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TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0021V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

- c) Flood/Inundation,
- d) Storm/Tempest/Hurricane/Typhoon/Cyclone/lightning or other atmospheric disturbances.
- e) Collapse
- f) Water damage for 'wet' risks i.e. contract involving works in rivers, canals, lakes or sea.

Memo 9. REINSTATEMENT OF THE INDEMNITY LIMIT -

Reinstatement of the indemnity limit on payment of additional premium after occurrence of claim can be allowed for extensions like express freight, overtime, surrounding property, airfreight. However, in respect of Third Party Liability, reinstatement can be allowed upto overall limit of ₹1 crore during entire Policy period.

Memo 10. THIRD PARTY LIABILITY Third party liability (TPL) cover cannot be granted during extended maintenance.

SECTION II - THIRD PARTY LIABILITY

The Company will indemnify the Insured against

- a) Legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with construction thereon;
- b) Legal liability (liability under contract excepted) for fatal or non-fatal injury to any person other than the Insured's own employees or workmen or employees of the owner of the works or premises or other firms connected with any other construction work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the construction of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this clause shall not exceed the limits of Indemnity set opposite thereto in the Schedule.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will, in addition, indemnify the Insured against

- a) all cost and expenses of litigation recovered by any claimant from the Insured,
- b) all costs and expenses incurred with the written consent of the Company.

The exclusion contained in paragraphs (d), (f) & (g) in Section I of this Policy shall apply also to this Section.

EXCLUSIONS TO SECTION II

The Company will not indemnify the Insured in respect of

1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage.
2. Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
3. Liability consequent upon
 - a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
 - b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or an employee or workman of one of the aforesaid;
 - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
 - d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

CONDITIONS APPLYING TO SECTION II

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

2. The Company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for anyone accident/ anyone period, but deducting therefrom in such case any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the company shall thereafter be under no further liability in respect of such accident under this section.

Extended Maintenance Cover**Attached to and forming part of Policy No. 2600026220 00 00**

In consideration of the payment of an additional premium by the Insured (which is included in the total premium set forth in the schedule) it is hereby declared and agreed that the indemnity provided by this policy is extended to include Maintenance Cover for the period of 24 months to be reckoned from the date of completion of Testing, provided the policy period has been extended till completion of Testing. However, during the Maintenance period this insurance shall cover loss or damage to the contract works

- i) Caused by the Insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.
- ii) Occurring during the maintenance period provided such loss or damage was caused on the site during the erection period.

WARRANTY CONCERNING EXTENDED MAINTENANCE COVER

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover loss or damage to the contract works

Caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

Occurring during the maintenance period provided such loss or damage was caused on the site during the erection period before the certificate of completion for the loss or damaged section was issued.

Maintenance cover from – _____ to _____

EXCLUSION OF LOSS OF STABILISING FLUID**Attached to and forming part of Policy No. 2600026220 00 00**

Notwithstanding the conditions, provisions and other endorsements of the policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of loss of bentonite or other stabilising fluid even if the quantity of losses originally expected is exceeded.

PILING CONSTRUCTION**Attached to and forming part of Policy No. 2600026220 00 00**

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of

- a) Loss of or damage to piles and/or casings due to misplacement, jamming and/or extraction thereof.
- b) Costs incurred in case of abandoned piling work, for any reasons not related to accidental loss or damage and mainly due to unforeseen ground conditions when piles cannot be driven to the required depth.

SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION**Attached to and forming part of Policy No. 2600026220 00 00**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation only if adequate precautions have been taken in designing and executing the project involved. In this context, adequate precautions shall mean that allowance is made for precipitation, flood and inundation up to a return period of 10 years for the location insured and the entire policy period on the basis of statistics prepared by the Meteorological agencies.

Loss, damage or liability resulting from the Insured s not immediately removing obstruction (e.g. sand, trees) from watercourses, whether carrying water or not, in order to maintain free water flow shall not be idemnifiable.

TEMPORARY ACCESS ROADS**Attached to and forming part of Policy No. 2600026220 00 00**

Irrespective of the periods of Insurance specified in the Policy, the Insurer will indemnify the Insured only for unforeseen accidental loss or damage to temporary access roads insured under the Policy if such loss or damage occurs prior to such roads being completed or taken into use for their purpose by the contractors, whichever takes place first.

ENDORSEMENT CONCERNING STORAGE**Attached to and forming part of the Policy No. 2600026220 00 00**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss of or damage to the Insured items during storage upto a value per storage unit not exceeding the equivalent of ₹_____

The individual storage units shall be either at least 50 m apart or separated by fireproof walls.

Earthquake (Fire and Shock)**Attached to and forming part of Policy No. 2600026220 00 00**

In consideration of the payment by the Insured to the Company of the additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed Exclusions of this Policy to the contrary, this insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by or through or in consequence of Earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this Endorsement.

Special conditions

1. Deductible as mentioned on the schedule of the policy
2. This extension cover applies only if the entire property in one complex / compound / location covered under this Policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under Policy except for the value of the plinth and foundations of the building(s).
3. Onus of proof In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of Earthquake.

Terrorism Damage Exclusion Warranty**Attached to and forming part of Policy No. 2600026220 00 00**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

GRIEVANCE REDRESSAL POLICY

Grievance Lodgment Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780

Email us at customersupport@tataaig.com

Write to us at : Customer Support, Tata AIG General Insurance Company Limited

A-501 Building No.4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

List of Insurance Ombudsman Offices

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email : bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email : bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email : bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email : bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email : bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email : bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhasi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar

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Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email : bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email : bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh : Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Orailya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazaiabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand
PUNE	Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. NOIDA – 201301 Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region