

Policy



SURAKSHA AUR BHAROSA DONO

Date:
21/03/2024

To,
M/S ANUPAM CREATION
2nd Floor, 204, Anupam Residency Building, V.P. Road, Prathna Samaj, Girgaum
Mumbai,
Maharashtra-400004,
India.
Contact Details : +91-9820050477

Subject: Policy Number: 000000038386100

Dear Customer,

Welcome to SBI General. Thank you for choosing SBI General's Contractors All Risk Insurance Policy. We are delighted to have you as our esteemed Customer.

We enclose the following documents pertaining to your Policy:

- Policy Schedule
- Policy Clauses & Wordings
- Premium Receipt
- Grievance Redressal Letter

We have taken care that the documents reflect details of risk and cover as proposed by you. We request you to verify and confirm that the documents are in order. Please ensure safety of these documents as they form part of our contract with you. For all your future correspondence you may have with us, kindly quote your Customer ID and Policy Number.

Your Customer ID : 000000072811964

Your Policy Number : 000000038386100

The Postal Address of your SBI General Branch that will service you in future is:

SBI General Insurance Company Limited
GROUND FLOOR,
PEOPLES EDUCATION SOCIETY,
PRIN N M KALE MARG GOKHALE ROAD, DADAR,
Mumbai, Maharashtra,
400028-India,

In case of any queries or suggestions, please do not hesitate to get in touch with us. You can contact us at customer.care@sbigeneral.in or call our Customer Care Number **1800-102-1111, 1800-22-1111**

We look forward to a continuing and mutually beneficial relationship.

Yours sincerely,

Authorized Signatory

SBI General Insurance and SBI are separate legal entities and SBI is working as Corporate Agent of the company for sourcing of insurance products

SBI General Insurance Company Ltd., Registered Office and Corporate Office: SBI General Insurance Company Ltd. 9th Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai - 400099.

SBI General Insurance Company Limited

Corporate & Registered Office: Fulcrum Building, 9th Floor, A & B Wing, Sahar Road, Andheri (East), Mumbai 400 099. | CIN: U66000MH2009PLC190546 |
Tel.: +91 22 42412000 | www.sbigeneral.in | Logo displayed belongs to State Bank of India and is used by SBI General Insurance Co. Ltd. under license | IRDAI
Registration Number 144 | Product Name: Contractors All Risks (CAR) Insurance. | UIN: IRDAN144CP0008V01201819- | IRDAI Reg No.144

CONTRACTORS ALL RISK INSURANCE POLICY
IRDAN144P0010V01200910**SCHEDULE**

Policy No: 0000000038386100	Servicing Branch Office : SBI General Insurance Company Limited, PEOPLES EDUCATION SOCIETY, GROUND FLOOR, PRIN N M KALE MARG GOKHALE ROAD, DADAR, Mumbai - 400028.	Issue Date : 21/03/2024
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Intermediary Details :

Intermediary Name	SBI General Insurance Direct Code	
Intermediary Code	0061174	
Intermediary Contact Details	Mobile No:	Landline No: +91-22-18002211

Name & Address of Principal	M/s. Anupam Creation & 2nd Floor, 204, Anupam Residency Building, V.P. Road, Prathna Samaj, Girgaum, Mumbai, Maharashtra- 400004
Name & Address of Contractor	Rohan Construction, & Shop no 67, ground floor, Evershine Mall, New link road, Malad west, Mumbai- 64
Project Period	From 19/07/2023 to Midnight of 31/03/2026
Period of Insurance	From 18/03/2024 (00:00 Hrs) to Midnight of 31/03/2026
Extended Maintenance Cover	NA
Name & Address of the Financial Institution	As Per Annexure "B"
Coinsurance details:	Own Share(100%)
Description of Contract Works	Residential cum commercial - Basement + Ground+22 Floors , Residential buildings RCC Framed structure above 15 storeys and upto 25
Site of Erection	C.S No 802, 803 & 804, situated at 7th, Khetwadi Lane Girgaum, Mumbai, Maharashtra, 400004

Premium Computation

Particulars	Amount(Rs.)
Gross Premium	463,650.00
Add Terrorism Premium	0.00
Total Premium	463,650.00
Taxes as Applicable	83,457.00.00
Final Premium	547,107.00

SBI General Insurance Company Limited

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Registration Number 144 | Product Name: Contractors All Risks (CAR) Insurance. | UIN: IRDAN144CP0008V01201819- | IRDAI Reg No.144

CONTRACTORS ALL RISK INSURANCE POLICY

Attached to and forming part of Policy No. 000000038386100

Insured Items	Sum Insured Amount in (Rs.)
Material Damage -	
1. Contract works (Permanent and Temporary works including all materials to be incorporated therein)	
1.1 Contract Price	337,200,000.00
1.2 Materials or items supplied by the Principal	0.00
2. Landed Cost of Imported Items at Construction site(Please specify whether included in 1.1 and 1.2 above) at Exchange Rate	0.00
3. Any other works, & installations not included in 1.1 and 1.2 above (eg camp, colony, stores etc as per list enclosed)	0.00
4. Construction Plant & Machinery (Memo 6) as per list enclosed	0.00
Total Erected Value	337,200,000.00
5. Extensions	
5.1 Clearance & Removal of Debris	10000000.00
5.2 Owners Surrounding Property	33720000.00
5.3 Express Freight	0.00
5.4 Escalation	33720000.00
5.5 Air Freight	0.00
5.6 Additional Customs duty	0.00
Section - II	
Third Party Liability cover within geographical limits of India	33,720,000.00

Excess for Section I & II(For Each and Every Claims)

1	Deductibles - Normal perils	5% of the claim amount subject to minimum of 2,50,000
2	AOG/Major Perils /Collapse claims	10% of the claim amount subject to minimum of 10,00,000
3	Loss due to breakage of glass (if applicable)	10% of aggregate Sum Insured of all glass items

CONTRACTORS ALL RISK INSURANCE POLICY

Attached to and forming part of Policy No. 000000038386100

Additional Conditions : Subject to the following additional Conditions and attached Clauses / Endorsements / Warranties

Clauses Applicable :

- 1 Communicable Disease Exclusion
- 2 Cyber Loss Exclusion
- 3 Sanctions Limitation and Exclusion Clause
- 4 Political Risks Exclusion Endorsement
- 5 Radioactive Exclusion Clause
- 6 Information Technology Clarification Clause
- 7 Warranty Concerning Underground Cables And Pipes
- 8 72 Hours Clause
- 9 50: 50 Clauses
- 10 Special Conditions Concerning Fire Fighting Facilities
- 11 Temporary Access Road
- 12 Piling Construction
- 13 Abandonment Of Shafts
- 14 Crops, Forests, Cultivated Areas
- 15 Special Conditions Concerning Safety Measures With Respect To Precipitation, Flood And Inundation
- 16 Special Conditions Concerning Removal Of Debris From Landslides
- 17 Terrorism Damage Exclusion Warranty
- 18 Communicable Disease Exclusion Clause
- 19 Agreed Bank Clause

Endorsements Applicable:

As Per Contractors All Risk Insurance Policy Wordings as Attached

Warranties Applicable :

All Warranties are as Per Contractors All Risk Insurance Policy Wordings as Attached.

Special Conditions (If any):

- 1 Professional Fees Clause - 1000000.00
- 2 Special Conditions Concerning Safety Measures With Respect To Precipitation, Flood And Inundation
- 3 Special Conditions Concerning Removal Of Debris From Landslides
- 4 WARRANTIES - 1.Warranted that project work only includes the usages of new construction material (except for CPM coverage if opted for).
2.Warranted buildings involving basement construction work up to 1 level(s) is/ are only covered 3.Quote subject to No Known Or Reported Loss (NKORL) confirmation from insured from Project Start date till date of payment of premium..4.Warranted that the demolition work is not covered under the policy.
- 5 Clearance And Removal Of Debris - 10000000.00
- 6 Special Condition - EQ AND STFI are covered under this policy - 337200000.00
- 7 Cover For Cross Liability (If Opted With Third Party Liability Cover Within Geographical Limits Of India – {Restricted Contractors & Subcontractors } - 33720000.00
- 8 Loss Minimisation Expenses - 1000000.00
- 9 Escalation Clause -10% of Total Contract Value. - 33720000.00
Special Condition - The Insurance Company is not liable for any Loss and/or Damage that might have taken place during the period between
- 10 19/07/2023 to 17/03/2024 & also the Losses which may be revealed at a later date but might have taken place during the Period between 19/07/2023 to 17/03/2024
- 11 ENDORSEMENTS - Endorsement regarding Storage limited to 10% of Total Contract Value subject to a maximum limit of INR 10 crores, whichever is lower
- 12 ENDORSEMENTS - Endorsement regarding Safety Measures.
- 13 Owners Surrounding Property With Flexa Risks - 33720000.00

Collection Details: Receipt No.: 38462592

Receipt Date: 21/03/2024

P.S. If premium paid through cheque, the policy is void abinitio in case of dishonour of cheque.

Consolidated Stamp Duty of Rs.0.5 paid towards Insurance Policy Stamps vide Order No.LOA/ENF-2/CSD/12/2023/(Validity Period Dt.04/01/2024 to Dt.05/12/2025)/136 Date:- 04/01/2024 Dated 2024-01-04 17:50:25.0 of General Stamp Office, Mumbai

SBI General Insurance Company Limited

Corporate & Registered Office: Fulcrum Building, 9th Floor, A & B Wing, Sahar Road, Andheri (East), Mumbai 400 099. | CIN: U66000MH2009PLC190546 |

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Signed at: HO

For SBI General Insurance Company Limited

Issue Date: 21/03/2024



GSTIN : 27AAMCS8857L1ZC

Authorized Signatory

Digitally signed by
VISHWANATHAN
SUBRAMANIAN

CONTRACTORS ALL RISK INSURANCE POLICY

Attached to and forming part of Policy No. 0000000038386100

IMPORTANT NOTE:

Please examine this Policy including its attached Schedules/ Annexure if any. In the event of any discrepancy please contact the office of the Company immediately, it being noted that this Policy shall be otherwise considered as being entirely in order.

Please refer the Claims Settlement & Grievance Redressal procedure document attached herein for ready reference

INTIMATING A CLAIM

For Intimating a Claim with us please contact us through the following channels:

MTNL/BSNL users : 1800-22-1111 And for Other users 1800-102-1111 E mail - customer.care@sbigeneral.in

Facsimile - 1800-102-7244/1800-22-7244(Toll Free)

CLAIM SETTLEMENT

The Company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the Survey Report or the additional Survey Report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2017.

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CONTRACTORS ALL RISK INSURANCE POLICY

Attached to and forming part of Policy No. 000000038386100

Hypothecation Details

Sr no.	Name of the financial Institution	Address of the Financial Institution
1	SBI SME CHEMBUR 13340	SBI SME CHEMBUR 13340

CONTRACTORS ALL RISK INSURANCE POLICY

Attached to and forming part of Policy No. 000000038386100

Clauses & Endorsement Warranties Wordings**Clauses Applicable :****1 Communicable Disease Exclusion**

1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the Insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

2 Cyber Loss Exclusion

Liability arising out of Cyber liability stands excluded. For the purpose of this endorsement Cyber Liability event means any:

a. Hacking attack or virus attack;

b. malicious damage to the Insured's Computer Systems by an Employee;

c. accidental damage to or destruction of the Insured's Computer Records because of an operational error, an error while establishing the parameters, or an involuntary error by an Employee or a service provider; or

d. failure of a service provider hosting the Insured's Computer Systems as a direct result of a) to c) above

e. failure of a direct or back-up power supply or under/ over voltage but only if such power supply is owned, managed or controlled by the Insured or by their service provider;

f. electrostatic build-ups or electromagnetic disturbances.

3 Sanctions Limitation and Exclusion Clause

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of European Union, United Kingdom or United States of America.

4 Political Risks Exclusion Endorsement

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto, it is agreed that this Insurance excluded loss, damage, cost or expenses of whatsoever nature, directly or indirectly, caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction of or damage to property by order of the government *de jure* or *de facto* or by any public authority, Mutiny, civil commotion assuming the proportions or amounting to a popular rising, tribal rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or cause which determine the proclamation or maintenance of martial law or state of siege.

This endorsement also excluded loss, damage, cost or expenses 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 above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this Insurance then the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5 Radioactive Exclusion Clause

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that this Insurance does not cover any loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or even contributing concurrently or in any other sequence to the loss:

- Ionizing radiations from or contamination by radioactivity from any fuel or from any nuclear waste from the combustion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

6 Information Technology Clarification Clause

Property Damage covered under this agreement shall mean physical damage to the Substance of property.

Physical Damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or compute programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this agreement:

- Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption, losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

7 Warranty Concerning Underground Cables And Pipes

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has enquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage being excluded from the cover.

8 72 Hours Clause

It is agreed that any loss of or damage to the Insured Property arising during any one period of seventy two (72) consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Excesses provided for herein. For the purpose of the foregoing the commencement of any such seventy two (72) hours period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy two (72) hours periods in the event of damage occurring over a more extended period of time.

9 50: 50 Clauses

In respect of the subject matter Insured hereunder consigned from outside India:

- The Insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit.
- In the case of packed items which are to be left in their packaging until a later date the packaging is to be visually inspected for signs of possible damage and where such damage is visible the items are to be unpacked and inspected and any damage discovered reported to the Marine Insurers.
- Where the packaging of an item shows no visible signs of damage to such item having been sustained during transit any subsequent damage discovered upon unpacking will be dealt with by the Marine Insurers or the EAR Insurers according to whether it can be clearly established that such damage was caused before or after arrival at the contract site.
- Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurers and the EAR Insurers, provided such a clause is included in the Marine Policy also.

10 Special Conditions Concerning Fire Fighting Facilities

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall only indemnify the Insured for loss or damage resulting directly or indirectly from fire and/or explosion if the following requirements are fulfilled:

- Adequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.
- Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
- If storage of material for the construction or erection of the contract works is necessary at site or any other location within India, storage must be subdivided into storage units not exceeding the equivalent value of Rs. As agreed per storage unit. The individual storage units must either be at least 10 meters apart or separated by fire-proof walls.
- All inflammable materials (such as shuttering material not fitted for concreting, litter, etc.) and especially all inflammable liquids and gases must be stored at a sufficiently large distance from the property under construction or erection and any hot work like welding etc.
- Provided further that in respect of storages of Indian sourced materials at locations other than the site, the amount payable shall not exceed Rs. As agreed at any one location.
- Welding, soldering or the use of an open flame in the vicinity of combustible material is permitted only if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present.
- At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable.

11 Temporary Access Road

Irrespective of the periods of Insurance specified in the Policy, the Company 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.

12 Piling Construction

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Company 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.

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.

13 Abandonment Of Shafts

It is hereby agreed and declared that, notwithstanding anything contained in the contrary, this endorsement excludes any loss or damage resulting as a consequence of shaft being abandoned due to any reason whatsoever.

14 Crops, Forests, Cultivated Areas

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

damage or liability directly or indirectly caused to crops, forests and/or other cultures during the execution of the contract works.

15 Special Conditions Concerning Safety Measures With Respect To Precipitation, Flood And Inundation

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company 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 indemnifiable.

16 Special Conditions Concerning Removal Of Debris From Landslides

It is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, the insurer shall not indemnify the insured in respect of:

- Expenses incurred for the removal of debris from the landslide in excess of the costs of excavating the original materials from the area affected by such landslides. –

Expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time to time.

17 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.

18 Communicable Disease Exclusion Clause

1. Notwithstanding any provision, clause or term of this Policy to the contrary, this Policy excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and

1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to reinsured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this Policy.

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this Policy that is affected by such Communicable Disease.

5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this Policy (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this Policy by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) no change in the law, clause or similar provision; (3) no follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any reinsurance, coverage or protection under this Policy that would otherwise be excluded through the exclusion set forth in this Clause.

6. If the insurer alleges that by reason of this [Endorsement][Clause] any amount is not covered by this Policy the burden of proving the contrary shall rest in the insured.

19 Agreed Bank Clause

It is hereby declared and agreed

i. That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties Insured hereunder shall be received by the Bank as Agents for such other parties.

ii. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties Insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy

iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties Insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties Insured hereunder.

v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the Insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party Insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby Insured or any building in which the goods Insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties Insured hereunder or from any securities or funds available

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause

Warrantied Applicable :

As Per Contractors All Risk Insurance Policy Wordings as Attached

Special conditions (if any):

1 Professional Fees Clause - 1000000.00

The Indemnity provided by this Policy is extended to include Architects, Surveyors and Consulting Engineers or other Professional Fees necessarily incurred in the reinstatement of the Insured Property consequent upon loss or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of the appropriate Professional Body.

The liability of the Company under this endorsement shall in no case exceed

2 Special Conditions Concerning Safety Measures With Respect To Precipitation, Flood And Inundation

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company 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.

SBI General Insurance Company Limited

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3 Special Conditions Concerning Removal Of Debris From Landslides

It is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, the insurer shall not indemnify the insured in respect of:

-Expenses incurred for the removal of debris from the landslide in excess of the costs of excavating the original materials from the area affected by such landslides. –

Expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time to time.

4 WARRANTIES - 1.Warranted that project work only includes the usages of new construction material (except for CPM coverage if opted for). 2.Warranted buildings involving basement construction work up to 1 level(s) is/ are only covered 3.Quote subject to No Known Or Reported Loss (NKORL) confirmation from insured from Project Start date till date of payment of premium..4.Warranted that the demolition work is not covered under the policy.

5 Clearance And Removal Of Debris - 10000000.00

This Policy extends to cover costs and expenses necessarily incurred by the Company with the consent of the Insurers in demolishing or removing debris of portions of the property Insured by Section I destroyed or damaged by any peril hereby Insured against up to an amount not exceeding As agreed % of the claim amount Rs. As agreed lacs per any one occurrence and Rs. As agreed in the aggregate.

6 Special Condition - EQ AND STFI are covered under this policy - 33720000.00

7 Cover For Cross Liability (If Opted With Third Party Liability Cover Within Geographical Limits Of India – {Restricted Contractors & Subcontractors } - 33720000.00

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 premium, the Third Party Liability cover of the Policy shall apply to the Insured parties named in the Schedule as if a separate Policy had been issued to each party, provided that the Company shall not indemnify the Insured under this Endorsement in respect of liability for

- Loss of or damage to items Insured or insurable under Section I of the Policy, even if not recoverable due to an excess or any limit.
- Fatal or non-fatal injury or illness of employees or workmen who are or could have been Insured under Workmen's Compensation and/or Employers' Liability Insurance.

The Insurers total liability in respect of the Insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the schedule.

8 Loss Minimisation Expenses - 1000000.00

If upon the happening of any peril hereby Insured resulting in actual damage to the Insured Property the Insured shall take all steps to minimise further loss or damage arising from that occurrence or accident, expenses necessarily and reasonably incurred by or on behalf of the Insured in an attempt to prevent or minimise such further loss or damage will be Indemnified up to a limit of Rs. As agreed in the aggregate.

Provided always that such additional duty is incurred in connection with any loss or damage to the Insured items recoverable under the Policy and provided further that the amount payable hereunder shall not exceed Rs. As agreed in the aggregate.

Each and every claim payable under this extension shall be subject to an excess of 5% of the Additional Customs Duty incurred over and above the excess normally applicable.

9 Escalation Clause -10% of Total Contract Value. - 33720000.00

It is hereby declared and agreed that the Insured having paid the agreed extra premium, Company shall provide for escalation in Sum Insured under items of Section I of the Schedule attached to the Policy up to As agreed% of the original Site Value, the basis of claim settlement shall be the original site value of affected equipment/ property as Insured plus increase in cost of replacement/ reconstruction, if any provided that the increase in the value of such equipment/ property does not exceed As agreed % of the original site value as Insured.

It is also hereby declared and agreed that in the event of a claim the Insured would be considered as fully Insured up to the Sum Insured inclusive of As agreed % increase as per selected escalation and underinsurance would apply only in the event of the cost of replacement / reconstruction of the affected equipment/property exceeding the original value as Insured inclusive of selected As agreed % towards escalation.

It is however understood and agreed that the premium collected against escalation provision shall not be subject to refund of premium as provided in the premium adjustment clause.

It is further understood and agreed that in case of additional premium chargeable during final adjustment, additional escalation premium will be charged to the Insured but in case of any premium refundable during final adjustment no refund shall be allowed against the escalation premium already charged to the Insured.

10 Special Condition - The Insurance Company is not liable for any Loss and/or Damage that might have taken place during the period between 19/07/2023 to 17/03/2024 & also the Losses which may be revealed at a later date but might have taken place during the Period between 19/07/2023 to 17/03/2024

11 ENDORSEMENTS - Endorsement regarding Storage limited to 10% of Total Contract Value subject to a maximum limit of INR 10 crores, whichever is lower

12 ENDORSEMENTS - Endorsement regarding Safety Measures.

13 Owners Surrounding Property With Flexa Risks - 33720000.00

It is hereby declared and agreed that the Insured having paid the extra premium the Policy extends to cover loss of or damage to property located on or adjacent to the Project 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 erection, construction or testing of the items Insured under Section I and happening during the period of cover. This cover does not apply to Construction / Erection Machinery, Plant and Equipment, Temporary Buildings and Temporary site installations.

Limit of indemnity shall be Rs. As agreed

The Policy does cover loss due to Fire, Lightning, Explosion, and Aircraft damage

CONTRACTORS ALL RISK INSURANCE POLICY

Attached to and forming part of Policy No. 000000038386100

Branch Office Address: SBI General Insurance Company Limited GROUND FLOOR, PEOPLES EDUCATION SOCIETY, PRIN N M KALE MARG GOKHALE ROAD, DADAR, Mumbai, Mumbai, Maharashtra - 400028, India	Reference No:	000052866968	
	OF Receipt No:	38462592	
	Date:	21/03/2024	
	Branch Code:	00001	
	Party/Depositor ID:	0000000072811964	
RECEIPT			
Received with thanks from M/S ANUPAM CREATION an amount of Rs. 547107(Rupees Five Lakh Forty Seven Thousand One Hundred and Seven) by EFT No: 419043200 Dated : 18/03/2024 Drawn on Bank : STATE BANK OF INDIA Branch:			
Party ID	Quote/Policy/Claim No.	Name of Party	Amount(Rs.)
0000000072811964	0000000104644647	M/S ANUPAM CREATION	547,107.00
		TOTAL	547,107.00

Disclaimer

1. Receipt subject to realisation of instrument submitted
2. Kindly refer to the policy document for time of commencement of cover


For and on behalf of
SBI General Insurance Co. Ltd.



Authorized Signatory

CONTRACTORS ALL RISK INSURANCE POLICY

Attached to and forming part of Policy No. 000000038386100

GST INVOICE										
GST Invoice No:		104599509			GST Invoice Date:		21/03/2024			
GST No. (SBI General)		27AAMCS8857L1ZC			SBI General State		Maharashtra			
SBI General Branch Address:		SBI General Insurance Company Limited GROUND FLOOR, PEOPLES EDUCATION SOCIETY, PRIN N M KALE MARG GOKHALE ROAD, DADAR, Mumbai, Mumbai, Maharashtra - 400028, India								
Details of Policy Holder:										
Name:		.M/S ANUPAM CREATION								
Address:		V.P. Road, Prathna Samaj ,Girgaum ,Mumbai , Mumbai,Maharashtra -400004 ,India .								
Policy Holder State		Maharashtra			Place of Supply:		Maharashtra			
					Whether Invoice under Reverse Charge:		No			
GST No./ISD No.		27ABTFA7013R1ZP			Policy Number		000000038386100			
Insurance Product Name	HSN Code	Premium (without Taxes)	KFC		CGST		SGST/ UTGST		IGST	
			Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount
Generic Product		463,650.00	1%	0.00	9%	41,728.50	9%	41,728.50	0%	0.00
Total Invoice Value (In Figures)		547,107.00			 Authorized Signatory					
Taxes Applicable		83,457.00								

"I/We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare e-invoice in view of exemption provided to insurance companies under Notification no. 13/2020-Central Tax dated March 21, 2020"

CONTRACTORS ALL RISK INSURANCE POLICY**Attached to and forming part of Policy No. 000000038386100****Policy Wordings**

WHEREAS the insured named in the Schedule hereto has made to **SBI GENERAL INSURANCE COMPANY LIMITED** (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 organization, 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.

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.

e) Terrorism Damage Exclusion Warranty:

"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 warranty 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 governments(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.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or to in any way relating to action taken in respect of an act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured."

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In case the Terrorism cover is opted, the Terrorism damage Exclusion warranty has to be deleted.

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.

SBI General Insurance Company Limited

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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 statements and answers in the 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 of the Company 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 detection.

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 Rs. 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

7. The Parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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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 any one 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 all benefits 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 Company 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 upto 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.

EXCLUSIONS 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) 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 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.

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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, custom 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, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the Sum Insured bears to 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) in the case of damage which can be repaired the cost of repairs necessary to restore the property 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 property immediately before the occurrence of the loss less salvage; however, only to the extent the cost 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 damage, which can be repaired, shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the property 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 peril/Acts of God claims shall mean claims arising out of -

- a) Earthquake - Fire & Shock
- b) Landslide/Rockslide/Subsidence
- 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 Rs.1 crore during entire Policy period.

Memo 10. THIRD PARTY LIABILITY -

Third party liability (TPL) cover cannot be granted during extended maintenance

- 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 persons 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 cause 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 costs 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.

SBI General Insurance Company Limited

Corporate & Registered Office: Fulcrum Building, 9th Floor, A & B Wing, Sahar Road, Andheri (East), Mumbai 400 099. | CIN: U66000MH2009PLC190546 |
Tel.: +91 22 42412000 | www.sbigeneral.in | Logo displayed belongs to State Bank of India and is used by SBI General Insurance Co. Ltd. under license | IRDAI
Registration Number 144 | Product Name: Contractors All Risks (CAR) Insurance. | UIN: IRDAN144CP0008V01201819- | IRDAI Reg No.144

CONTRACTORS ALL RISK INSURANCE POLICY

Attached to and forming part of Policy No. 000000038386100

GRIEVANCE REDRESSAL PROCEDURE

If you may have a grievance that requires to be redressed, you may contact the us with the details of the grievance through

Stage 1

If you are dissatisfied with the resolution provided or for lack of response, you may write to head.customercare@sbigeneral.in ; We will look into the matter and decide the same expeditiously within 14 days from the date of receipt of your complaint. For Senior Citizens: Senior Citizens can reach us at seniorcitizengrievances@sbigeneral.in ; Toll Free - 1800 22 1111 / 1800 102 1111 Monday to Saturday (8 am - 8 pm)

Stage 2

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may send your Appeal addressed to the Grievance Redressal Officer at: gro@sbigeneral.in. or contact at: 022-42412070.

Address: Grievance Redressal Officer, 9th Floor, A & B Wing, Fulcrum Building, Sahar Road, Andheri (East), Mumbai 400 099

List of Grievance Redressal Officers at Branch: content.sbigeneral.in/uploads/84a442d39ceb45e4a672cc6f6969dd08.pdf/

Stage 3

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may Register your complaint with IRDAI on the below given link <https://bimabharosa.irdai.gov.in/Home/Home>

Stage 4

If your grievance remains unresolved from the date of filing your first complaint or is partially resolved, you may approach the Insurance Ombudsman falling in your jurisdiction for Redressal of your Grievance. The details of the Insurance Ombudsman can be accessed at <https://www.cioins.co.in/Ombudsman>

If Your issue remains unresolved You may approach IRDAI by calling on the Toll-Free no. 155255 or You can register an online complaint on the website <http://igms.irda.gov.in>

The list of Insurance Ombudsman offices along with their area of jurisdiction is attached herewith.

Ombudsman Offices	
Areas of Jurisdiction	Addresses of the Ombudsman Offices
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	AHMEDABAD 2nd Floor, Shree Jayshree Ambica Chambers, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: insombalhd@rediffmail.com
States of Madhya Pradesh and Chattisgarh.	BHOPAL Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal - 462 011. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:- bimalokpalbhopal@airtelmail.in
State of Orissa.	BHUBANESWAR 62, Forest Park, BHUBANESWAR-751 009. Tel: 2535220, Fax: 0674-2531607 Email: susantamishra@yahoo.com , iobbsr@vsnl.net
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	CHANDIGARH S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 2706196 EPBX:0172-2706468 Fax: 0172-2708274 Email: ombchd@yahoo.co.in

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State of Tamil Nadu and Union Territories - Pondicherry Townand Karaikal (which are part of Union Territory of Pondicherry).	CHENNAI Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email:insombud@md4.vsnl.net.in
States of Delhi and Rajasthan.	DELHI 2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 23239611, Fax: 011-23230858 Email: nsombudsmandel@netcracker.com
States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	HYDERABAD 6-2-46, Yeturu Towers,Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax:040-23376599 Email:insombud@hd2.vsnl.net.in
State of Kerela and Union Territory of (a) Lakshadweep (b)Mahe-a part of Union Territory of Pondicherry.	KOCHI 2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email:insuranceombudsmankochi@hclinfinet.com
States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	KOLKATA Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124346/22124339 Fax : 033-22124341 Email:-insombudsmankolkata@gmail.com
States of Uttar Pradesh and Uttaranchal.	LUCKNOW Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax:0522-2231310 E-mail: ioblko@sancharnet.in
States of Maharashtra and Goa.	MUMBAI 3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W),Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email:ombudsman.i@hclinfinet.com
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	GUWAHATI 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.:- 0361-2132204/2131307/2132205 Fax:- 0361-2732937 Email:- ombudsmanghy@rediffmail.com

**Address and contact number of Governing Body of Insurance Council
Secretary General**

Governing Body of Insurance Council

Jeevan Seva Annexe, 3rd Floor (Above MTNL)
S. V. Road, Santacruz (W), Mumbai - 400 054
Tel: 022-6106889
Fax: 022-6106980, 6106052
Email: inscoun@vsnl.net

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