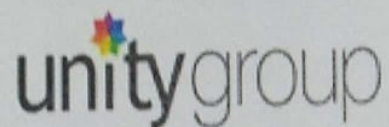


THE AMARYLLIS

AT

NEW ROHTAK ROAD, DELHI



CONSULTANCY AGREEMENT

(Interior & Finishing Works of Phase 1)

OWNER : M/s BASANT PROJECT LIMITED

CONTRACTOR : M/s A JABBAR



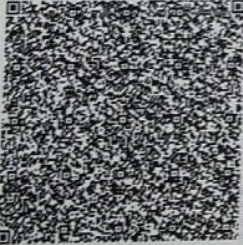
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL67517706911562Q
Certificate Issued Date	: 21-Aug-2018 12:32 PM
Account Reference	: IMPACC (IV)/ d1896403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL89640339141314990475Q
Purchased by	: BASANT PROJECTS LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BASANT PROJECTS LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: BASANT PROJECTS LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line. ----- Date: 20-09-2018

BPL/JABBAR/AMARYLLIS/PH-1/WC-11/18

AGREEMENT

This Agreement is made on the 20th day of September 2018 at Delhi, India.

Between

A. JABBAR CONTRACTOR

Proprietor

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

M/S BASANT PROJECTS LTD, a Company registered under Companies Act, 1956, having its corporate office at G-3, Aggarwal Corporate Tower, 23, Rajendra Place, New Delhi - 110008 (hereinafter called 'OWNER' which includes its successors and assigns) through its authorised signatory.

AND

M/s A JABBAR CONTRACTOR, a Proprietorship firm, having its registered office at D-193, 2nd Floor, Abul Fazal Enclave, Jamia Nagar, Delhi-110025. (Hereafter called 'Contractor') through its Proprietor **Mr. Abdul Jabbar**.

And WHEREAS, the OWNER intends to develop "The Amaryllis" New Rohtak Road, Delhi" on the basis of various approvals as available with him, hereinafter called as "Project"

And WHEREAS, the OWNER intends to carry out the "Interior & Finishing Works in Tower 1 (A & B) & 11 (A & B) of Phase 1 of "The Amaryllis" Project at New Rohtak Road, Delhi" on the basis of various approvals as available with him, hereinafter called as "Works" for the purposes of this agreement wherever this context permits, to be performed by the contractor for this project.

AND WHEREAS the Contractor represents and warrants to the OWNER that it lawfully owns and controls up-to-date infrastructure, expertise, safety equipment and various other technical skills with manpower having necessary qualifications, expertise, benchmarking to the International Standards of safety & quality, legal compliances with a reputation for satisfactory performance and completion of Works in accordance law and terms and conditions as set out in this Contract Agreement.

And Whereas the Contractor has assured the OWNER that it shall execute the Works taking care of all materials, labour, legal requirements and would be in a position to complete the Works in a manner as desired by the OWNER within the time schedule agreed between the parties.



A. JABBAR CONTRACTOR

Abdul Jabbar

Proprietor

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And Whereas the Contractor has further assured the OWNER, it shall, for the purposes of these Works, act as a Principal Employer taking on itself all legal, construction, monetary liabilities and would be answerable at all times to any Competent Authority, Courts, investigative agencies for all acts of omission and commission attributable to its employees, agents, Sub-Contractors, third parties and all persons connected with it.

AND WHEREAS the OWNER, based on mutually concluded negotiations, has trusted the Contractor's representations in good faith and also assurances that the Contractor will execute the Works with Top Class International Standards to the full satisfaction of the OWNER and has, at the behest of the Contractor, agreed to enter into this Contract Agreement and the Contractor, hereby agrees to accept and execute the Works on the representations made above and the terms and conditions set out herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents referred in Para 2 below.
2. The following documents shall be deemed to form and be read and constitute as part of this Agreement viz.
 - a) Special Conditions of Contract - Annexure - I.
 - b) General Conditions of Contract - Annexure - II.
 - c) Scope of work, Specification and Bill of Quantities - Annexure - III.
3. In consideration of the payments to be made by the OWNER to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the OWNER, to construct, complete and maintain the Works in conformity in all respects with the provisions of this Contract Agreement and the Contract documents.
4. The Owner hereby covenants to pay to the Contractor in consideration of the carry out execution, completion and maintenance of the Works, a contract Price of **INR 1,26,17,700.00** (



A. JABBAR CONTRACTOR

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Rs One Crore Twenty Six Lakhs Seventeen Thousand Seven Hundred Only) inclusive of all taxes but excluding Goods & Service Tax which shall be paid extra subject to adjustments in accordance with the provisions of the contract GCC and SCC.

5. This Contract Agreement constitutes the entire Contract between the parties and it revokes and supersedes all previous correspondence, discussions, representations, arrangements or agreements, pertaining to the Works, between the parties, concerning the matters covered herein whether written, oral or implied. In case of any inconsistency between this Contract Agreement and Contract Documents, this Agreement, in order of preference and the Special Conditions of Contract shall take precedence over the remaining Contract Documents mentioned in Para 2 above.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals, the day and the year first above written.

SIGNED BY



(Signature)

For & on Behalf of
BASANT PROJECTS LTD.

IN THE PRESENCE OF

NAME _____

ADDRESS _____

SIGNED BY

A. JABBAR CONTRACTOR

(Signature)

Proprietor

For & On Behalf of
M/S A Jabbar.

IN THE PRESENCE OF

NAME _____

ADDRESS _____

1

ANNEXURE I
SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

These conditions shall be read in conjunction with the General Conditions of Contract. Wherever the Special Conditions are at variance with the General Conditions and/or the Specifications, then in that case the Special Conditions shall prevail if the context so permits as determined by the Engineer. The General Conditions of Contract shall also be referred as GCC and Special Conditions of Contract as SCC.

2.0 Time of Completion

Date of Start : 01.09.2018

Date of Completion : 31.08.2020

Contractor shall submit a 'Bar Chart' and detailed PERT/CPM within 10 days from the date of award of contract.

3.0 Security Deposit / Retention Money

Security Deposit shall be deducted @ 5% (Five Percent) from each bill as specified in clause 16.0 of the GCC. Retention Money shall be released after completion of defect liability period i.e 12 months after certified completion of work plus 03 months of grace period for lodging the claim or against the submission of Bank Guarantee of equivalent amount and period.

4.0 CONTRACT PERFORMANCE INDEMNITY BOND

The Contract Performance Indemnity Bond (Strictly as per the format given by Owner) shall be furnished within 15 days of award of this contract for amount of INR 12,61,770.00. **A. JABBAR CONTRACTORS** AS Twelve Lakhs Sixty One Thousand Seven

[Handwritten signature]

Abdul Jabbar
Proprietor

Hundred and Seventy Only) and as per Clause 15.0 of the GCC.

The above Contract Performance Indemnity Bond shall be valid till the expiry of the Defect liability Period which is 12 Months from the date of Certified Completion of contract plus a grace period of 03 Months for lodging the claim.

5.0 MOBILISATION ADVANCE

The Owner agrees to pay the contractor an interest free mobilisation advance of 10% of Contract Value as per clause 71.0 of the GCC, for an amount as per mutually agreed payment schedule against following conditions:-

- a) Amount shall be released against submission of Indemnity Bond for an equivalent amount, strictly as per format given by Owner, valid upto the completion period of the project.

6.0 RECOVERY OF MOBILISATION ADVANCE

Recovery of Mobilisation Advance shall be made by deduction from the Contractor's 2nd running bills, in such a way that the entire advance is recovered by the 5th Running Bill.

7.0 PAYMENT TERMS

I. Payment shall be made in stages as follows;

- a) 95% of the item rate will be paid on application/installation of materials.
- b) 5% against successfully Handingover on prorata basis.

II. Sub Clause 73.6 of GCC shall be replaced as follows:

A. JABBAR CONTRACTOR

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Proprietor

The Engineer shall within 15 days upon presentation of the interim bill by the Contractor in the proper form and manner as required in the Contract, deliver to the Owner the certified Interim Payment Certificate stating the amount of payment to the Contractor which the Engineer considers due and payable in respect of such statement, subject to the provisions of this Clause 73. The Owner shall pay the Contractor within 45 days of submission of interim bill, complete in all respect, by the Contractor.

8.0 Approved Makes & Discounts

Contractor to use following makes with minimum discounts as mentioned;

SR NO	MATERIAL	MAKE
1	Gypsum Plaster Elite 90	Saint Gobain
2	Bondit - Bonding Agent	Saint Gobain

9.0 INSPECTION / APPROVAL

Approval on methodology shall be obtained by the contractor from the Engineer in Charge before carrying out any work at site. In case the work is found to be damaged / unsatisfactory and/or does not conform to the specification given in this contract, the same shall be rejected. The decision of the Engineer in Charge will be final and binding. The rejected material / unacceptable work shall be redone by the Contractor without any extra payment. The rejected material shall be taken out of the site and replaced by approved material.

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10.0 FREE ISSUE MATERIAL

- a) The Owner will only free issue the material specifically mentioned as free issue, to the contractor free of cost, based on their requirement to be projected by the contractor atleast 21 days in advance.
- b) This requisition for Owner issue material shall be supported by a detailed statement showing item wise quantities that the Contractor expects to execute during the month, to enable the Engineer to verify the same.
- c) The material shall be generally issued in standard sizes and quantities as obtained from the manufacturers / dealers or in the form of fabricated panels.
- d) It shall be responsibility of the contractor to take the delivery of the material as soon as it arrives at the Owner's store/site and arrange for the transportation if any, and unloading of the same at his own cost. It shall be the duty of the contractor to inspect materials supplied to him, at the time of taking delivery and satisfying himself that they are in good condition. No representation regarding the poor quality, damaged condition etc. Of the material shall subsequently be entertained by the Owner. The Owner shall not be liable for delay in supply or non-supply, where such failure or delay is due to reason beyond the control of the Owner. In no case the contractor shall be entitled to claim any compensation on this account.
- e) These materials shall be issued at one specified point by the Owner at the project site and the

(Signature)

A. JABBAR CONTRACTS
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contractor shall arrange for its transportation / shifting to the location of the work at his own cost. The contractor shall also be fully responsible and accountable for the material issued to him by the Owner from time to time and shall ensure their safe custody as trust properties and shall use the same exclusively for executing the works under the Contract. All such material shall be issued by the Owner against requisition / indent by the Contractor.

f) The contractor shall submit a material consumption/reconciliation statement at the end of each quarter along with his running bills as well as on completion of work/fore-closure of contract due to any reason. The same shall be got approved from engineer after due verification of physical stock at site.

Recovery of the excess consumption shall be made @ 1.5 Times of Material Value.

11.0 INCLUSIONS AND EXCLUSIONS

1. The Contract price is inclusive of all taxes, duties, transportation cost, transit insurance, erection/installation, loading, unloading, all lead and lift to all heights to place of work. However, GST (CGST, IGST, SGST) shall be paid extra as applicable.
2. Water and Electricity shall be supplied by the Owner free of cost at one point at the ground level. The Contractor shall make suitable arrangement without extra price from the Owner. In case of Power cut, power backup shall be arranged by the contractor including its operation and maintenance.

A. HABBAR CONTRACTOR

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Proprietor

3. Scaffolding shall be in the scope of the Contractor. All cost of scaffolding including labour and material shall be in scope of the Contractor including all lead and lift at all heights.
4. General Area Lighting (Only Peripheral), Watch & Ward shall be arranged by Owner. However safety and security of the manpower, machines, all equipments etc deployed by the contractor shall be of his own responsibility. The Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury resulting to any workmen or other person in the employment of the contractor or sub-contractor. The contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
5. All statutory requirements, factories act, ESI, Workmen compensation, Third Party Insurance, bonus act, PF & Gratuity Act, Industrial dispute act, etc., wherever applicable where contributions/compensations/payments are to be made, the same shall be borne by the contractor either during the term of contract or after.

12.0 TAXES AND DUTIES

12.1 WORKS CONTRACT TAX AND TDS

All the statutory deductions i.e. TDS pertaining to Income Tax will be made by the Owner against payment made to the contractor as per respective prevailing

A. JABBAR CONTRACTOR

Proprietor

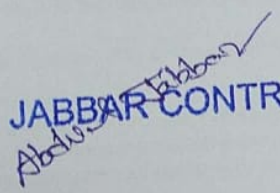
rate. TDS certificate shall be provided by the Owner. Any such withholding of tax by the Owner shall have no effect on the rates and prices for the Works and such rates and prices shall not be liable to increase because of any withholding of tax.

12.3 Add/Delete the following Clause of GCC:
Clause 75.0 of GCC shall be replaced as follows:
1. Not Applicable.

13.0 DELETE

Appendix 'H' & 'K' of GCC is not applicable for this work.




A. JABBAR CONTRACTOR
Proprietor

BILL OF QUANTITIES

SUB HEAD:- INTERIOR AND FINISHING WORKS

ANNEXURE - III

S.No	Particulars	Unit	Qty	Rate	Amount
Note	Contractor shall be responsible to generate the shop drawings prior to installing the work and get the necessary approvals from the project interior designer as per site requirement.				
	The Contractor shall be responsible for periodical removal of debris and cleaning of the project areas till the completion and handing over the project.				
	Security and Safety of his material to be taken care by the contractor at no additional cost.				
	All floors and others executed works protection till the handing over shall be the responsibility of the contractor. Due to any damage and making good the same during the course of execution and shall be taken care by the contractor and no additional charges shall be paid.				
	Any scaffolding required to execute the work with scope of contractor with in the item rate quoted.				
	Finishes are to be fully in accordance with indications given on the detail drawings and in the Materials and Finishes Specifications. No variation from those indications will be accepted unless with the prior, written approval of the Designer.				
	Finishes are to be clean in tone, and smooth and without variation between any sides. All exposed members shall be made to conform with color as specified in color and finish to each other, and to the model approved by the Designer.				
	All finishing materials must be free of all dirt and foreign matter, standard quality, evenly applied under proper room temperatures, completely dried, carefully sanded and thoroughly cleaned between coats. All rubbed, oiled waxed finishes shall be cleaned of excess materials before being released for packing.				
	POP & Gypsum Plaster Work				
	Tenderer to refer Drawing, Details, Architectural Specification etc. & shall include / consider the Followings below in their quote:				
	Mode of measurement: (Plan area to be measured for payment, nothing extra to be paid)				
	The ceiling measurements will be taken only to the extent from where the moulding or chamfer is starting.				
	Rate shall include for making cut-out and providing extra supports for all lights, Smoke Detectors, AC grills, etc. and also includes necessary vertical fascia at drops, Offsets, grooves, chamfering, moulding, complete as per design and drawing.				
	Measurements shall be net with no deduction allowed for light fittings, grilles etc. as per design theme and the like				
	Rate to include all kinds of profiles, coves, verticals, bands, curves etc. as per drawing including providing cut outs, frame work & ply template for light fixtures, Speakers, Smoke detector, trap doors A/C grills, diffuser, sprinklers support etc. complete including all lead and lift.				
1	Gypsum Plaster Providing and applying 15 -20 mm thick (average) premixed formulated one coat gypsum lightweight plaster, Make-Saint Gobin, Elite 90 having additives and light weight aggregates as perlite respectively conforming to IS: 2547 (Part - 1 & II) 1976, applied on hacked / uneven background such as bare brick/ block/ RCC work on walls & ceiling at all floors and locations, finished in smooth line and level etc. complete to the satisfaction of Engineer in Charge. Item includes providing & fixing Fiber Mesh on complete Block Work and Bonding agent, Make - Saint Gobin, Bondit on RCC Surface.	Sqm	41,100.00	153.50	63,08,850.00
	TOTAL				63,08,850.00

[Handwritten Signature]

[Handwritten Signature]

A. JABBAR CONTRACTOR
Abdullah Jabbar
Proprietor