

THE AMARYLLIS

AT

NEW ROHTAK ROAD, DELHI

unitygroup

CONTRACT DOCUMENTS

(EXTERNAL TEXTURE PAINTING WORKS IN TOWER 9 ABC  
IN PHASE 1)

OWNER : M/s BASANT PROJECT LIMITED

CONTRACTOR : M/s SANRACHNA INTERIORS



# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi



सत्यमेव जयते

### e-Stamp

Certificate No. : IN-DL24227593200089R  
Certificate Issued Date : 03-Jan-2019 11:05 AM  
Account Reference : IMPACC (IV)/ dl896403/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL89640353629897993400R  
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  
BPL/AMARYLLIS/SANRACHNA/TEXTURE/PH-1/WC-51/2019

Date: 01-10-2019

### AGREEMENT

This Agreement is made on the 01<sup>st</sup> day of October 2019 at Delhi,  
India.

Between



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#### Statutory Alert.

1. The authenticity of this Stamp Certificate should be verified at [www.shdlesamp.com](http://www.shdlesamp.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of ascertaining the legitimacy is on the users of this 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 SANRACHNA INTERIORS**, a Partnership firm, having its registered office at 223, Central Arcade, DLF Phase II, Gurgaon. Haryana - 122002. (Hereafter called 'Contractor') through its Partner **Mr. Manoj Goel**.

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 "**External Texture Painting Works in Tower 9 (ABC) 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.



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 - As agreed and accepted.
  - c) Scope of work, Specification and Bill of Quantities - Annexure - II.
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 23,99,600.00 ( Rs**



**Twenty Three Lakhs Ninety Nine Thousand Six 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

**M/S BASANT PROJECTS LTD.**

IN THE PRESENCE OF

\_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

SIGNED BY



(Signature)

For & On Behalf of

**M/s SANRACHNA INTERIORS.**

IN THE PRESENCE OF

\_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

**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 : 01.10.2019

Date of Completion : 30.09.2021

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 as per BOQ. Retention Money shall be released after completion of defect liability period i.e 06 months after certified completion of work.

**4.0 PAYMENT TERMS**

I. Payment shall be made in stages as per BOQ Items.

**5.0 INSPECTION / APPROVAL**

Approval on methodology shall be submitted by the contractor to 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.

#### **10.0 FREE ISSUE MATERIAL**

NIL

#### **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.
3. Scaffolding/Cradle/Jhula 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 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.





**BILL OF QUANTITIES**

**SUB HEAD:- EXTERNAL TEXTURE PAINTING WORKS IN TOWER 9 ABC IN PHASE 1**

S.No	Particulars	Unit	Qty	Rate	Amount
<b>Note</b>	Security and Safety of his material to be taken care by the contractor at no additional cost.				
	All 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 thr contractor and no additional charges shall be paid.				
	Any cradle/jhulla/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.				
	Contractor to refer Drawing, Details, Architectural Specification etc. & shall include / consider the Followings below :				
	Rate to include all kinds of profiles, coves, verticals, bands, curves etc. as per drawing including providing cut outs, architectural features, bands, curves, arches etc. Nothing extra shall be payable for this.				
<b>1.0</b>	Providing & Applying external texture paint, as per approved shade and texture, spray finish as per approved by Owner over a coat of waterproofing penetrating sealer primer (Aquatech waterproof flexible base coat), coat of texture paint (Dulux Rustic Spray) and two numbers top coat of exterior grade paint (Dulux Weathershield TRE -2000) as approved by manufacturer ,on External surface at all floor levels of approved shade, to give an even shade including surface cleaning / preparation as per instructions of the Engineer / Recommendation by manufacturer including erection and dismantling of scaffolding ,working platform etc. Nothing extra shall be payable for repairing & touch-ups till handing over. The work shall be carried out by authorised applicator of manufacturer and gaurantee of 10 years flat with upto 3 mm crack bridging property to given by manufacturer and applicator.				
1.1	<b>Spray Texture on External Walls</b>	Sqmtr	14,000.00	137.00	19,18,000.00
a	Advance 10%			13.70	
b	Surface prepration & one coat of primer on prorata basis @ 20%			27.40	
c	Spray Texture of approved finish @ 30%			41.10	
d	1st Top Coat of approved colour @ 15%			20.55	
e	2st Top Coat of approved colour @ 15%			20.55	
f	Retention @ 10%			13.70	



**BILL OF QUANTITIES**

**SUB HEAD:- EXTERNAL TEXTURE PAINTING WORKS IN TOWER 9 ABC IN PHASE 1**

S.No	Particulars	Unit	Qty	Rate	Amount
2.0	Providing & Applying external texture paint, as per approved shade and texture, smooth finish as per approved by Owner over Two coats of Birla Putty, a coat of waterproofing penetrating sealer primer (Dulux Exterior Sealer E1000) and two numbers top coat of exterior grade paint (Dulux Weathershield TRE -2000) as approved by manufacturer ,on External surface at all floor levels of approved shade, to give an even shade including surface cleaning / preparation as per instructions of the Engineer / Recommendation by manufacturer including erection and dismantling of scaffolding ,working platform etc. Nothing extra shall be payable for repairing & touch-ups till handing over. The work shall be carried out by authorised applicator of manufacturer and gaurantee of 10 years flat with upto 3 mm crack bridging property to given by manufacturer and applicator.				
2.1	<b>Exterior Grade paint on Balcony Ceiling</b>	Sqmr	5,000.00	66.20	3,31,000.00
a	Advance 10%			6.62	
b	Surface prepration & two coats of putty on prorata basis @ 30%			19.86	
c	One coat of primer on prorata basis @ 20%			13.24	
d	1st Top Coat of approved colour @ 15%			9.93	
e	2st Top Coat of approved colour @ 15%			9.93	
f	Retention @ 10%			6.62	
3.0	Providing & Applying external texture paint, as per approved shade and colour, smooth finish as per approved by Owner over a coat of waterproofing penetrating sealer primer (Dulux Exterior Sealer E1000) and two numbers top coat of exterior grade paint (Dulux Weathershield TRE -2000) as approved by manufacturer ,on External surface at all floor levels of approved shade, to give an even shade including surface cleaning / preparation as per instructions of the Engineer / Recommendation by manufacturer including erection and dismantling of scaffolding ,working platform etc. Nothing extra shall be payable for repairing & touch-ups till handing over. The work shall be carried out by authorised applicator of manufacturer and gaurantee of 10 years flat with upto 3 mm crack bridging property to given by manufacturer and applicator.				
3.1	<b>Exterior Grade paint on GRC Area</b>	Sqmr	3,000.00	50.20	1,50,600.00
a	Advance 10%			5.02	
c	One coat of primer on prorata basis @ 30%			15.06	
d	1st Top Coat of approved colour @ 25%			12.55	
e	2st Top Coat of approved colour @ 25%			12.55	
f	Retention @ 10%			5.02	
	<b>TOTAL</b>				<b>23,99,600.00</b>

*Approved*  
*3/12*



**FORM V**

See Rule 21 (2)

**FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER**

Certified that we have engaged the applicant **M/s SANRACHNA INTERIORS, 223, Central Arcade, DLF Phase II, Gurgaon. Haryana – 122002** as a **Contractor** (Work Contract) in our up-coming Housing Project at **DCM Land New Karol Bagh, Delhi.**

We undertake to be bound by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, in so far as the provisions are applicable to us in respect of the employment of Contract Labour by the applicant in our establishment.

PLACE – DELHI

DATE –

For **BASANT PROJECTS Limited.**



**AUTHORISED SIGNATORY**



**BASANT PROJECTS LIMITED**

G-3, Aggarwal Corporate Tower, 23 Rajendra Place, New Delhi – 110008. P + 91 11 25806666

W [www.unitygroup.in](http://www.unitygroup.in), E [info@unitygroup.in](mailto:info@unitygroup.in)

**CIN NO U74899DL1996PLC078373**