

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 01/06/2023

Certificate No. E0A2023F1542

GRN No. 103388326



Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Srs residency resident Welfare association

H.No/Floor: Na

Sector/Ward : 88

LandMark : Faridabad

City/Village: Faridabad

District: Faridabad

State: Haryana

Phone: 97*****11



Buyer / Second Party Detail

Name: Subham infratech and Asian paints limited

H.No/Floor: 06

Sector/Ward : 16a

LandMark : Na

City/Village: Dwarka

District: New delhi

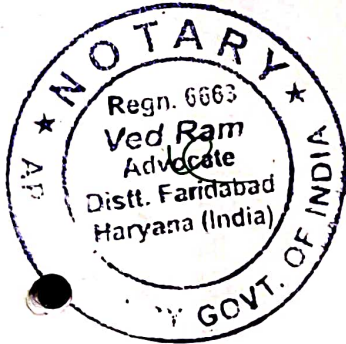
State: New delhi

Phone: 97*****11

Purpose: TRIPARTITE AGREEMENT

Regn No. 1395
Dt. 05/06/2023

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://eodra.shy.nic.in>



**TRIPARTITE AGREEMENT FOR REPAIR AND PAINT OF
EXTERIOR WALLS OF TOWERS OF SRS RESIDENCY
(RESIDENTIAL COMPLEX) SECTOR-88, FARIDABAD.**

This Agreement is made & executed at Faridabad on this 05th June 2023

BY AND BETWEEN:

- SRS Residency Residents Welfare Association, Sector-88 Faridabad - 121002** (hereinafter referred to as "Client"), a registered Society under Haryana Registration and Regulation of Society Act, having its registered office at SRS Residency, (Below Ramp of Tower- C9) Sector-88, Faridabad, acting through its Signing authorities of Governing Body - **Mr. Vijay Jasuja, Neeraj Mittal & Harish Kansal** which expression shall, unless it repugnant to the subject or context thereof, would mean and

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For SRS RESIDENCY, RESIDENTS WELFARE ASSOCIATION

[Signatures]
PRESIDENT SECRETARY TREASURER



AREA MANAGER
ASIAN PAINTS LTD.

FOR ASIAN PAINTS LTD.

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include its successors, executors, administrators, Power & Attorney holders and assigns of ONE PART.

2. **M/s Subham Infratech** having its registered office at Plot No N-06, Sector-16 A, Dwarka, New Delhi, a proprietorship firm, by Ram Prakash Upadhya (**Paint Applicator / Contractor**), which expression shall, unless it be repugnant to subject or context thereof, would mean and include its successors, legal Representatives, executors, administrators and assigns of SECOND PART

AND

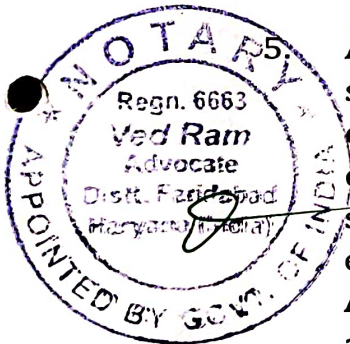
3. **ASIAN PAINTS LIMITED**, an existing company incorporated under Indian Companies Act, 2013, having its registered office at Apeejay Global Industrial and Logistic Park Ltd. Shed no 2,5,1, 23/5, Delhi Mathura Road, Ballabgarh Faridabad Haryana 121004 (hereinafter referred to as the "**Paint Supplier**"), which expression shall, unless it be repugnant to subject or context thereof, would mean and include its successors and assigns of THIRD PART

WHEREAS

4. The **SRS Residency Residents Welfare Association**, Sector-88 Faridabad – 121002 open tender on 04/12/2022 8.30 PM for repair and renovation work for **SRS Residency Sector-88, Faridabad, Haryana**. **M/s Subham Infratech** was the L1 Bidder through open bidding system.

After awarding the tender to L1 Bidder through open bidding system. The Client is desirous of engaging the services of a L1 contractor to provide Repair & painting works for their residential complex named as **SRS Residency Sector-88, Faridabad**. The said project requires repairs, painting of the common area in exterior of all its 14 towers as per the scope of work specified in **Annexure- I** (Signed Tender Document) of this Agreement and accordingly approached the Paint Supplier for the said purpose.

6. The Paint Supplier is engaged in the business of manufacturing and selling paints under ASIAN brand. Nothing in this Agreement is intended, nor shall it operate, to create any relationship between the Client and the Paint Supplier or the Paint Applicator and the Paint Supplier other than that of independent contractors. The Paints Supplier, the Paint Applicator and the Client shall not hold



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themselves as an agent, subsidiary, or affiliate of each other, nor have the authority to bind each other to any obligation and interest, and the relationship amongst all the three parties is on a Principal-to-Principal basis.

7. Now this indenture witnesses and it is hereby agreed by and between the parties herein as follows:

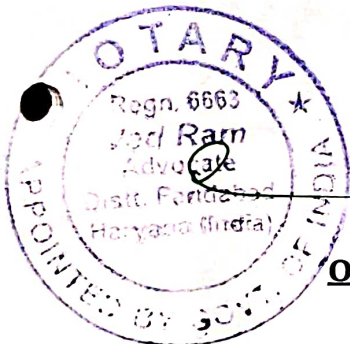
Obligations of Paint Supplier

8. The Paint Supplier shall ensure that the paint material to be supplied at the Project site is **genuine, of good quality and consistent** from batch to batch in terms of product quality and colors. Any consignments, if established to be defective will be withdrawn and replaced forthwith so as not to delay the time schedule agreed to with the Paint Applicator at no additional cost to the Client.
9. The Paint Supplier shall ensure the visit their Technical supervisor on weekly or as when require at the Project Site to ensure that Paint Applicator performs the painting work as per technical requirement of paint and approves the quality of work.
10. The Paint Supplier shall promptly attend to and rectify all or any problems as mentioned in the scope of work that may arise related to paint quality within the warranty period in accordance with the terms and conditions of the standard reducing warranty card issued by the Paint Supplier for its product Professional **APEX ULTIMA SUPREMA -ASIAN PAINTS** to this Agreement and forms an integral part of this Agreement.

Obligations of the Paint Applicator:

The Paint Applicator shall carry out the following work at the Project Site on a turnkey/ item rate basis:

11. Before suitably repairing damaged exterior facade with plaster/putty, Applicator is to remove all loose plaster by chipping away, or other means to ensure all loose & semi-loose plaster has been thoroughly removed before start of repairs. Curing compound is to be properly applied & then texture to be applied followed

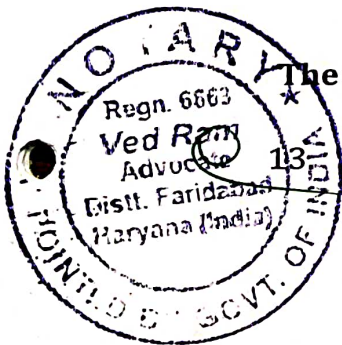


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applying putty on repaired Area, 1 coat of primer & 2 coats of paint. The detailed process is given in Work Order as per Tender Document in Annexure - I and as per Annexure-II (Check lists for FIVE Stages).

12. The Paint Applicator shall commence the painting work at the Project site **within 15 days of signing of agreement** and shall complete the work in all respects within a period of **15 months** from the signing of this agreement. The Project site will be made available for execution of the Assignment on all seven days of the week (**Monday to Sunday. No work will be permitted on Festivals/ Public Holidays, unless permitted by the client**).

Notwithstanding anything contained in this clause, in the event the delay in completion of work is caused due to factors beyond the control of the Paint Applicator, including but not limited to Project site not available for painting by Client, or in case of natural calamity, the extension of time will be granted with the mutual consent of Client & Applicator considered genuine with a maximum limit of grace period allowed shall not be beyond 3 months. Total period for completion of work including grace period due to inordinate delays shall not be more than 18 months in any case. The Paint Supplier will be liable for delays on account of non-timely delivery of paints.



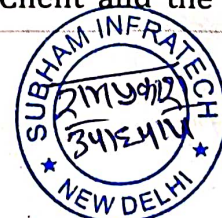
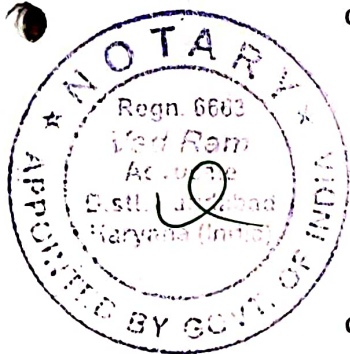
The Paint Applicator shall:

13. Carry out the work relating to exterior painting of the Project Site, including repairs as contemplated herein, by employing its own experienced workforce, paint material supplied by the Paint Supplier, and required tools and equipment.
14. To carry out the repairing area Measurement using standard equipment like "Laser Gun" or "Average measurement using calibrated steel Tape" and getting it certified by the authorized representative of Client prior to commencement of repairing work.
15. The applicator should timely notify the Client, in case any seepage or leakage is observed, which is out of scope of the contract. The client will get the same repaired at its own cost post which the Paint Applicator shall carry out plaster repairs as per requirement.



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16. **Indemnify** the Client and the Paints Supplier against any claims made against them, in case of any mishap or accidental damage in relation to the subject matter of this Agreement, occurring due to the non-compliance of safety and / or negligence of the Paints Applicator or otherwise.
17. Be solely liable to comply with all the applicable laws including the existing labour and child labour laws as applicable in the State of Haryana.
18. Be solely liable for any claims or damages arising out of any injury suffered by personnel engaged in repair & painting work. Such personnel shall have no privity of Agreement of any kind with the Client and/ or the Paints Supplier.
19. Be liable for damage/ injury caused to third parties including clients/resident of SRS Residency and their effects. Paint Applicator will buy insurance policy for Public Liability for the duration of the assignment and provide a copy to the Client before the commencement of the work.
20. Be solely responsible for arranging the following for the Project site workers/staff/personnel/labour.
 - a) Insurance for all personnel working on Project site and provide a copy to the Client before the commencement of the work
 - b) Maintain necessary safety equipment such as safety belts, helmet, etc.
 - c) Alone be liable for payment of wages and all the other statutory dues, benefits and claims to the staff and workforce employed by it to carry out its obligations under this Agreement and agrees to indemnify and keep harmless the Client and /or the Paints Supplier against all claims, demands and dues of any of the employees or workforce employed by the Paints Applicator.
 - d) The Paint Applicator shall be fully responsible for discharge of various obligations towards its employees and/or workers under all applicable laws including payment of Wages Act, 1936, Minimum Wages Act, 1948, Workman Compensation Act, 1923, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees State Insurance Act, 1948, Employees Provident Fund and Misc. Provisions Act, 1952 etc., and the Client and the Paints Supplier.



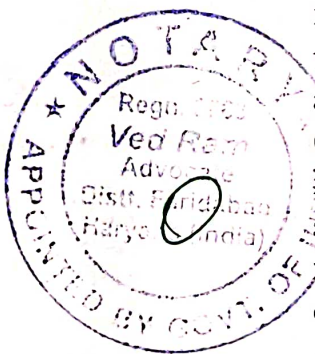
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Supplier shall have authority to check and satisfy themselves regarding compliance of the Statutory/legal obligations of the Paint Applicator towards its employees and/or workers. However, this will not make the Client and the Paint Supplier in any way liable to discharge any of the responsibilities of the Paint Applicator under the above-stated or any other Acts and the Paint Applicator would be solely and exclusively responsible / liable to pay/ discharge all such obligations / liabilities of its employees under any such Act or Enactment.

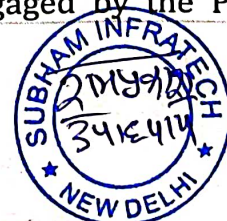
- e) The Paint Applicator will provide to the Client documentary evidence(s) of having paid the aforesaid dues, duties, charges etc. to statutory bodies on demand.

21. LEVY/TAXES PAYABLE BY THE CONTRACTOR/PAINT APPLICATOR

- a) GST or any other tax on materials/Services in respect of this contract shall be payable by the contractor or rates are inclusive of all taxes and Client shall not entertain any claim whatsoever in this respect.
- b) All the taxes and levy applicable on the date of submission shall be borne by the contractor.
- c) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the client in regard to material/services supply to the contractor and does not at any time become payable by the contractor to the State Government, Local authorities in respect of any material/services used by the contractor in the works then in such a case, it shall be lawful for the client and it will have the right and be entitled to recover the amount paid in the circumstance aforesaid from dues to the contractor.



22. In case of the Paint Applicator having done any non-compliance with any such provisions, either intentionally or inadvertently, the Paint Applicator shall indemnify the Client and the Paint Supplier from and against all liabilities, damages, penalties, demands etc. Further all the liabilities under all the applicable labour and other acts and enactments with respect to the employees engaged by the Paint

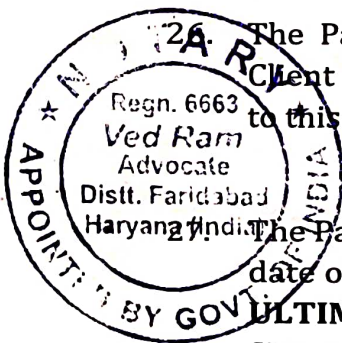


Applicator would be solely of the Paint Applicator. The Client and the Paint Supplier shall not be responsible or liable for any statutory or other liability of the Paint Applicator towards its employees. Further, If the Paint applicator failed to complete the work and clear the site on or before the contracted or extended date of completion without justification in support of the cause of delay he may be called upon without prejudice to any other right of remedy available under the law to CLIENT on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value per week which is subject to a maximum of 5% of the contract value.

23. Ensure that its personnel on duty carry a valid entry pass for entering and working in the SRS Residency, Sector-88, Faridabad. The process required to get such entry-pass shall be as per the existing process or as prescribed by the Client
24. Ensure that its personnel on duty conduct themselves in a proper and befitting manner.

Warranties by Paint Supplier and Paint Applicator:

25. The Paint Supplier will hereby provide an 8-year Warranty in accordance with the terms and conditions contained hereunder.



26. The Paint Supplier provides a standard reducing warranty to the Client as per agreed scope in Standard warranty card as attached to this Agreement.

The Paint Supplier provides **8 years** of Standard warranty from the date of completion of the project against Asian Professional **APEX ULTIMA SUPREMA -MAKE ASIAN PAINT** applied at the Project Site complex. This warranty is the sole warranty given by the Paints Supplier and the Paints Supplier makes no other warranties, express or implied, oral or written, with respect to the paint materials, the application or use thereof, or otherwise, including the implied warranties of merchantability or fitness for a particular purpose or non-infringement, each of which is specifically disclaimed. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Paints Supplier which is not set out in this Agreement. After the Warranty Period, Paints Supplier & Applicator no longer warrants the paint material and the



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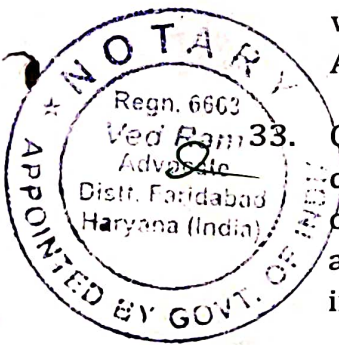
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Client agrees that it cannot obtain any compensation for defect or deterioration from the Paints Supplier after the expiration of the Warranty Period.

28. The Paint Supplier shall provide product warranty, after completion of the entire project, after verification and certification by the technologist that paint application has been done as per the prescribed procedures.
29. The Paint Applicator, a recommended applicator by the Paint Supplier and duly checked by the Client, has surveyed the building complex of the Client and has agreed to undertake the application of paints (hereinafter referred to as "Assignment") as per the terms and conditions of this Agreement.

Obligations of the Client:

30. The payment shall be released by the CLIENT to the Paint Applicator in the manner as agreed in the Work Order as shown in Annexure - I of this agreement.
31. All running bills payments shall be made within ten days from the date of invoice.
32. The Paints Applicator shall be provided space for stocking of paint, water and electricity, free of charge during the execution of the Assignment by the Client.

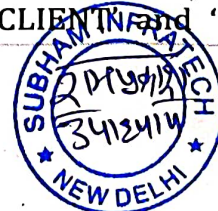


33. Client to get all necessary clearances from the society members during the duration of painting. viz: approval from individual flat owners for Balcony painting, terrace painting, parking clearance, any earthen pots/plants clearance or any other activity directly or indirectly required before painting.

General Clauses:

ESCALATION:

34. The rates mentioned in Annexure - I are firm and fixed and no escalation in cost in unit rates. Repairing area will be jointly checked as per drawing and physical measurement using Laser Gun or Tape. Payment shall be done as per actual area jointly measured at site during the execution by 'CLIENT' and 'Paint



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Applicator. The Paint Applicator shall carry out all works not only as specifically mentioned in this order, but also in a true workmen like spirit, to the entire satisfaction of the Client and Paint manufacturer.

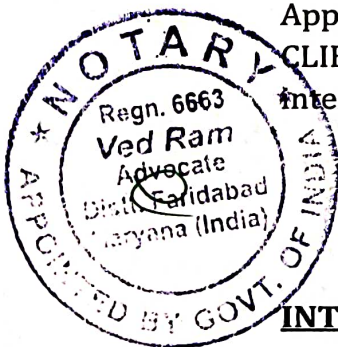
35. Any number of days of delay in providing the clearance on site due to some internal reason of Client needs to be added in the completion date.
36. Client to release payment to contractor as agreed terms in the Work order. Number of days delay in payment needs to be considered in final completion date.

RISK & COST:

37. In case the paint applicator does not discharge its obligations with respect to representations and warranties provided, the client and Paints supplier can give a notice in writing to the Paint Applicator to remedy any such defect or discharge the obligations within 30 days from the date of notice.

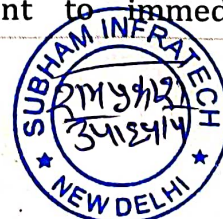
WATER & ELECTRICITY:

38. CLIENT shall provide water and electricity at one point free of charge. Further distribution shall be arranged by the Paint Applicator at his own cost. No claim shall be accepted by the CLIENT for failure of electricity or for want of water or its intermittent / inadequate supply due to other causes.



INTEGRITY ASSURANCE:

39. The Paint Supplier and Paint Applicator hereby confirm that they do not have any association, directly or indirectly, with any representatives of CLIENT. The Paint Supplier and Paint Applicator further confirm they have not yielded any direct and/or indirect influence, material or otherwise, to secure CLIENT's contract. The Paint Supplier and Paint Applicator consent to immediate



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termination of the contract by CLIENT, at their will and discretion, if any facts and/or information become available to the contrary.

SAFETY MEASURES:

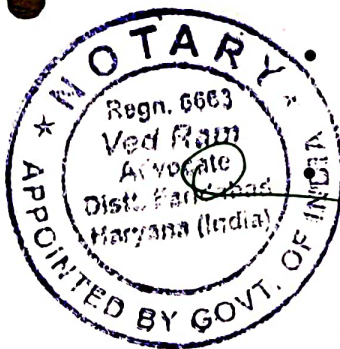
40. The Paint Applicator shall be responsible for observing safe work practices & the safety, security and well being of his, employees and/or workers employed at the project site to execute the project and shall abide by all safety measures. The Paint Applicator shall provide to their employees and/or workers all the safety appliances, such as helmets, safety belts, shoes etc. as required for carrying out the work safely and shall not allow their employees and/or workers to carry out any unsafe practices. Any liabilities arising in the event of any injury or unforeseen mishap will be exclusively borne by The Paint Applicator. CLIENT and the Paint Supplier shall bear no responsibility on such accounts.

41. PAYMENTS:

- Contractor shall mobilize the site from his own resources, which includes establishment of site office, stores, manpower and tools and machinery and consumables materials required for the works. After mobilization of site, mobilization advance @ 5 % of contract value at start of work may be given to the contractor against deposition of bank guarantee for equivalent amount. The mobilization advance will be adjusted by deducting 10% amount in each running bill till the whole mobilization advance adjusted in the bill.

75% of material cost shall be paid on receipt of material at site as Secured Advance. The secured advance will be adjusted in running bill.

The interim or running account bills shall be submitted by the contractor for the works executed on the basis of such recorded measurement before the date of every month fixed for the same by the employer. The Contractor shall not be entitled to be paid any such interim payment, if the gross work done together with net payment / adjustment of advance for material collected, if any, since the last such payment is less than Rs. 2.00 lakh (rupees two lakh only) for the particular tower the interim bill shall be prepared on the appointed date of the fortnight after the requisite process is achieved.



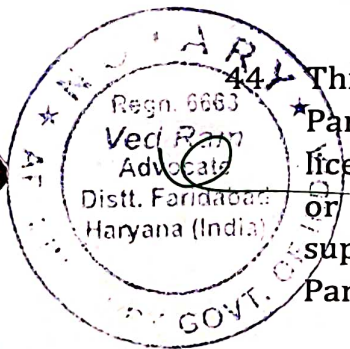
JURISDICTION:

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42. The Courts of Haryana alone shall have exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in relation to this contract.

DISPUTE REDRESSAL:

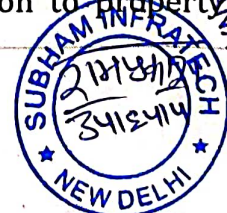
43. All disputes or differences arising between the Parties as to the effect, validity or interpretation of this Agreement or as to their rights, duties or liabilities hereunder ("Disputes") shall be resolved by mutual discussion. The parties shall make earnest efforts to settle the disputes amicably by mutual discussions. In the event of failure to reach an amicable solution by the Parties within thirty (30) days from the commencement of mutual discussions, such dispute shall be referred to and settled by Arbitration. The Arbitration proceedings shall be in accordance with the Indian Arbitration and Conciliation Act, 1996. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by the parties.



44. This Agreement expresses fully the understanding between the Parties and all prior understandings, representations, agreements, licenses or deeds, oral or written, are hereby cancelled. The terms or provisions of this Agreement may be modified, amended, supplemented, waived, or discharged only in writing signed by the Parties hereto.

INDEMNITY:

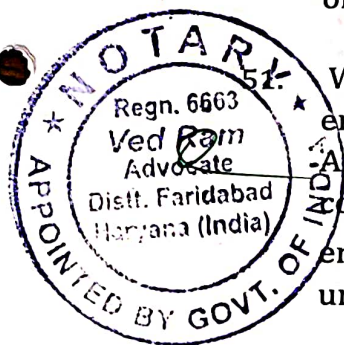
45. The PAINT APPLICATOR hereby indemnifies, defends and holds harmless the CLIENT and the PAINT SUPPLIER in relation to the following:
46. All claims, demands, losses, liabilities, damages or loss resulting from act of negligence of Paint Applicator or its personnel, sub-contractors, representatives or agents, destruction to property or



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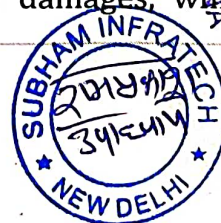
injury to or death of any person or failure to comply or breach of the provisions of this agreement.

47. The PAINT APPLICATOR shall ensure execution of the work strictly in accordance with all statutory norms relating to safety and accident coverage and shall take full responsibility for the safety of his and his sub contractor's labour force working on the painting job at the premises of the CLIENT and to that extent fully indemnify the CLIENT AND PAINT SUPPLIER of all liabilities (civil and/or criminal) on account of injuries or accidental deaths to its personnel for any reason whatsoever. Under no circumstances the PAINT SUPPLIER or CLIENT shall be held responsible or liable in any manner in this regard or for any untoward incident at the Premises of civil or criminal in nature that may occur during the process of painting or otherwise.
48. In no event will Paint Supplier be liable for consequential, incidental, indirect, punitive, exemplary or special damages however caused and based on any theory of liability arising out of or relating to this agreement, even if the paint supplier has been advised of the possibility of such damages.
49. Any treasure trove, coin or object antique which may be found on the site shall be the property of CLIENT and shall be handed over to CLIENT immediately.
50. In witness whereof, the parties hereto have signed this Agreement on the day, month and year first above written.



WHEREAS the workman (2nd and 3rd Party) was employed by the employer on site of SRS Residency in the capacity of Employer, And he/she was injured by an accident arising out of and in the course of his employment, in respect of which he claims that the employer (2nd and 3rd Party) is liable to pay him compensation under the Workmen's Compensation Act.

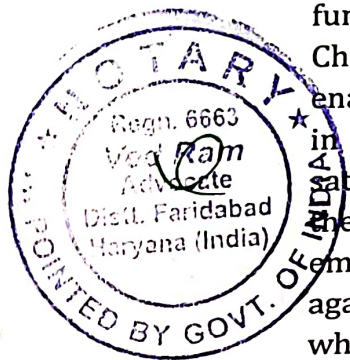
52. The workman (2nd and 3rd Party) shall accept the before mentioned payments in full discharge of all liability of the employer to pay compensation under the Workmen's Compensation Act or any law for the time being in force and doth hereby release the employer from any and all liability in respect of the injury caused to the workman and from any and all liability for any damages, which



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may result to the said workman in future on account of the said injury.

53. The Contractor shall be responsible for due compliance with all statutory provisions including those relating to Employees Provident Fund and miscellaneous Provision Act, 1952, Employees State Insurance Act, 1948, Minimum Wages Act, 1948, etc. and all other laws and rules applicable to it in respect of the persons engaged by it either independently or by reasons of their working in the premises of the specified area. The Contractor shall provide the code number of registration allotted to it by the Regional Provident Fund Commissioner and the Regional Director of Employees State Insurance for purposes of Provident Fund deductions and ESI benefits. Copies of such certificates and the names of employees engaged from time to time shall be furnished by the Contractor to the party of the first part promptly. Challans for payment of statutory dues under the various enactments other than income tax and sales tax shall be produced in original, within three days of payment for the perusal and satisfaction of the party of the first part together with a copy of the same for its record. No claim relating to any person (s) employed/engaged by the Contractor shall be entertained or lie against the first party. If there is any claim against the first party which it is bound to meet and discharge by reason of any statutory obligation or dictates of law due to the fact of the concerned employee (s) working in the premises of the first party, the Contractor shall be responsible to fully reimburse and compensate the party of the first part and on failure to do so be bound to face proceedings on that account. The Contractor shall pay its employees /persons engaged by it the wages which shall not be less the minimum wages fixed by the Government and as revised from time to time by the Govt. It shall also give such persons all benefits provided for under any law for the time being in force.



54. FORCE MAJEURE

Neither party shall be held liable for any failure to perform under this Agreement due to (i) an act of God or of Public enemy or war (declared or undeclared) or of persons engaged in subversive acts, espionage or civil commotion, (ii) an act of Governmental or

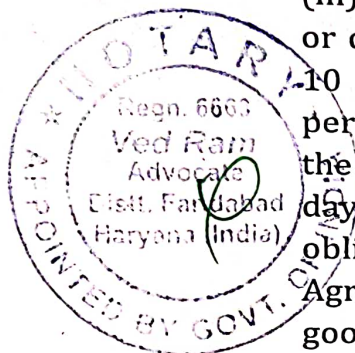


FOR ASIAN PARTS LTD.
MANAGER

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Quasi-Governmental persons, Government regulations or restrictions imposed by Law or by Court action,

(iii) a fire, flood, explosion or other catastrophe, (iv) an epidemic or quarantine restrictions. The other Party shall intimate within 10 days of occurrence of such event, and the time for performance of that obligation shall be extended accordingly. If the event of Force Majeure continues for a period beyond 120 days because of which it becomes impossible to perform its obligations, then the Parties may mutually terminate this Agreement or will mutually discuss further course of action in good faith.



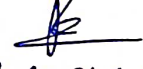
For and on behalf of SRS Residency Residents Welfare Association


President
Vijay Jasuja


Gen. Secretary
Neeraj Mittal


Treasurer
Harish Kansal

I know the deponent and He/She
Witness:- has signed & put His/Her Thumb
impression in my presence

1. 
(B.K. CHAUDHARY)
C6-301
SRS Residency, Sec-88 FBO

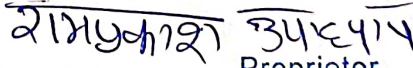
For and on behalf of
Paint Supplier

M/s Asian Paints Limited

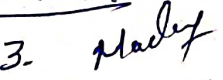
2. ANAND KUMAR S. (Prakash Agarwal)
And to Sri Prakash Agarwal
C9-802 B2-606
SRS Residency, Sec-88 SRS Residency
FBO


For and on behalf of
Paint Applicator

For SUBHAM INFRATECH


Proprietor
M/s. Subham Infratech

Witness:-

3. 
(MADAN SAINI)
Dwarka Delhi
8005768616

4. 
Ashish Chaur
9599387528

05 JUN 2023