

AGREEMENT

THIS AGREEMENT (“Bi- Party Agreement”) is executed at Bangalore on this DDMMYY (“Execution Date”)

Between

1. **OWNERS ASSOCIATION**, a Residential complex registered under Karnataka Apartment Ownership Act, 1972 (having PAN xxxxxxxx; acting through its Managing Committee President XYZ (hereinafter referred to as “**Client/Society/Association**”, which expression shall, unless it be repugnant to the subject or context thereof, would mean and include its successors, executors, administrators, Power & Attorney holders and permitted assigns) of ONE PART.

AND

2. _____, **SERVICE PROVIDER**, a Proprietorship Concern, having its place of business Address _____ City _____ State _____ Pincode _____ its authorized signatory of (Name of the Service Provider) _____ of Indian nationality, having PAN _____, hereinafter referred to as the “**Service Provider**” which expression shall, unless it be repugnant to subject or context thereof, would mean and include its successors, legal representatives, executors, administrators. The Client/ Association, Paint Supplier/ Paint Manufacturing company and Service Provider are hereinafter collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

WHEREAS:

1. The _____ASSOCIATION has been formed to run the premises for its members and provide/arrange, inter alia, maintenance, repairs, etc. of the building. The said Residential premises required exterior walls rain leakage repairs, painting of the exterior as well as the common areas, grills, lobby shafts, complex office, other designate need to be done by Service Provider
2. The _____SERVICE PROVIDER represents that he has surveyed the building complex and has agreed to undertake the said works as per the terms and conditions of this Agreement and to the satisfaction of the ASSOCIATION.
3. The _____ASSOCIATION is interested in the said works and in pursuance of the series of discussions that transpired between the parties hereto, "Service Provider" has agreed to take up the said "work". The work will commence with effect from 22th Jan 2024 and now the parties hereto are desirous of reducing the terms of the contract in writing and therefore this Agreement is entered into amongst the parties hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- a. The _____ASSOCIATION_____ has issued a Work contract/Order date DD/MM/YY to the _____SERVICE PROVIDER as a suitable person to carry out the said works.
- b. The particulars of the said works are as per Annexure 1.
- c. The said works will be carried out under the following terms and conditions:

DD/MM/YY

ABC Association,

City____, Pincode_____

With reference to quotation dated

Sub: Work Order for _____SERVICES

We have pleasure in accepting your Quotation dated MM/DD/YYYY for _____SERVICES of ABC Apartment for a total amount of Rs. _____(**Rupees only**) -. Rates as per the following terms and conditions:

1. **CONTRACT PRICE:** The total value of the contract is _____Rs.0000 on turnkey basis inclusive of _____SERVICES. This price is for all contractual obligations to be performed by who will execute the work of _____SERVICES the complex. The price is Exclusive of all taxes. All communication or transactions shall be carried out only with ABC Association and not with individual residents.

2. **SCOPE OF WORK:** In consideration of the payment to be made by the association @ _____Apartment, the service provider Shall execute the _____SERVICES and supply_____PRODUCTS, its accessories, tools and tackles inclusive of labour component at site and complete the job in accordance with the given terms, conditions, specifications of work, where _____PRODUCTS to be supplied by _____Manufacturing Company directly and all other

materials and labour, services provided by the service provider _____. The payment for the work will release to _____ which will be released as per the payment schedule in the following page.

3. INSPECTION/SUPERVISION: The periodical inspection of the materials and work in progress will be carried out at the site of work by an appointed supervisor.

4. TIME OF COMPLETION:

1) The _____ work should be executed by, and the entire scope of work as per enclosed annexure shall be completed in all respect on or before working days (Sunday and Public Holidays area Excluded) from the start of work.

2) This Agreement shall be effective with effect from DD/MM/YYYY and shall be valid till DD/MM/YYYY (both days inclusive). The term of this agreement may further be extended.

for such period and on such terms as the Parties may mutually decide in writing. This Agreement shall come to an end upon the expiry of its Term and/or the renewal period thereof.

3)The completion of entire work in all respects as mentioned in Annexure 2 has been agreed by the SERVICE PROVIDER_____ to be completed within XX___ months from DD/MM/YYYY i.e., on or before DD/MM/YYYY

5. MEASUREMENT:

The_____ SERVICE PROVIDER has measured and satisfied himself and accordingly quoted for the contract. The measurement of the various areas worked out is detailed in Annexure 1 and the _____ASSOCIATION has accepted it.

FACILITIES TO BE PROVIDED BY THE SOCIETY AND CONTRACTOR'S OBLIGATIONS:

The association @ ABC Apartment shall provide adequate work space at the site of work to store the materials and also power and water supply if required by the contractor. It is the responsibility of the contractor to take adequate steps for the safety of the personnel under the roll and materials held by them in storage and provide them necessary safety during working. Insurance of the Workmen shall be to the account of the service provider. It is to be noted that all labour working at the site should use the necessary safety equipment's like safety harness etc. The _____service provider shall be solely responsible for the safety of his labourers and will bear the responsibility / cost of any accident or mishap at the site during _____painting and repairing work.

i. RESPONSIBILITIES OF THE SERVICE PROVIDER :

1. The _____SERVICE PROVIDER shall treat all surface cracks and faults, Expansion joints and existing seepages to carry out all surface repairs that are necessary, as required prior to_____services. A list of such identified cracks and faults along with the treatment being carried out will be provided to the _____ASSOCIATION in writing by the _____SERVICE PROVIDER and shall be updated regularly.
2. The _____SERVICE PROVIDER shall paint the exteriors and designated common areas of the APARTMENT that includes the exterior & interior of all existing structures of the BUILDING including walls, terraces, balconies, railings, parapets and all externally visible surfaces as detailed in Annexure 1.
3. The _____SERVICE PROVIDER shall furnish to the _____ASSOCIATION a list of its employees with names, address, photographs, id and address proof and shall ensure strict discipline and proper conduct of his employees (With background check). The _____SERVICE PROVIDER 'S employees shall strictly adhere to the security restrictions and other regulations laid down by the _____ASSOCIATION.
4. The _____SERVICE PROVIDER shall provide all Labour force and supervisory staff ID cards with photographs and uniform.
5. The _____SERVICE PROVIDER shall ensure compliance of the provisions under the ESI, PF, and PAYMENT OF WAGES AND MINIMUM WAGES Acts and any other applicable law as amended from time to time or any new law introduced applicable, in

relation to their employees deployed at the premises of the _____ SOCIETY and to that extent indemnify the _____ ASSOCIATION AND _____ MANUFACTURING COMPANY of all liabilities on account of injuries or accidental deaths to its personnel. The Service Provider shall be solely responsible for the terms and conditions of service of their employees and shall comply with all laws and statutory notifications, rules, regulations etc., governing their employees as may be in force from time to time, such as the Contract Labour (Regulations and Abolition) Act, 1970, Employee State Insurance Act, 1948, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Building and Other Construction Workers Act, 1996, The Factories Act and any modification, amendments of or notification to such acts or any other applicable law.

6. The _____ SERVICE PROVIDER shall take full responsibility in providing adequate insurance cover for his employees and produce proof of such coverage to the _____ ASSOCIATION

7. The _____ SERVICE PROVIDER shall obtain Contractors All Risk Insurance or similar insurance for the duration of the contract adequately covering liability for property damage, third party injury or damage during the period of execution of the contract and shall provide copies of the policies to the _____ ASSOCIATION prior to commencement of work.
8. The _____ SERVICE PROVIDER shall execute the work strictly in accordance with all statutory and industry norms relating to safety and accident coverage and shall take full responsibility for the safety of his labor force working on the said works at the premises of the APARTMENT and to that extent indemnify the _____ ASSOCIATION of all liabilities on account of injuries or accidental deaths to its personnel.
9. The workers shall observe strict discipline while in the premises of the _____ APARTMENT. The workers shall stay clear of unlawful assembly, gambling, consumption of alcohol, Chewing or Smoking of tobacco, consumption of drugs and other banned activities. Workers should refrain from using unparliamentary words while inside the premise of _____ APARTMENT.
10. The _____ SERVICE PROVIDER shall ensure the work is completed in all aspects as per the phase-wise progress as indicated in Annexure 2; save for the exceptions and delays caused by circumstances beyond its reasonable control and without its fault or negligence or breach of this Agreement by the other party like Holidays, Law & Order problems, Riots & unrest, Rainfall and other Natural Calamities and Acts of God etc.
11. The _____ SERVICE PROVIDER along with his Supervisors shall personally supervise the work right through to the completion of the project.
12. The working hours of the _____ SERVICE PROVIDER 'S employees shall be from 7.00 AM to 7.00 PM from Monday to Sunday.
13. The _____ SERVICE PROVIDER shall be fully responsible for proper storage and safety of material in the working hours. The _____ SERVICE PROVIDER shall maintain the storage space clean during the period of the contract under this Agreement and thereafter at the time of handling over of the storage space after carrying out the said works.
14. The _____ SERVICE PROVIDER shall provide all tools, tackles, paint brushes, putty blades, plastic buckets, scaffolding, rope ladders, water storage tanks, materials storage bunkers, ladders, safety equipment / wear and first aid kits as required at site.
15. The _____ SERVICE PROVIDER shall take full responsibility for prevention of damages to properties like but not limited to roof tiles and other tiles, garden, children's play area, functional equipment.

generators, pump sets etc. In the event of such damages the _____SERVICE PROVIDER assumes liability to restore or repair to original condition any damaged properties /equipment at its own expenses, within a reasonable period of time before release of the final payment. Pre-existing damages of tiles shall be inspected jointly by all parties prior to commencement of work.

16. Since the building is an occupied Residential premises utmost care shall be taken by the _____SERVICE PROVIDER to ensure that noise and pollution are kept at the barest minimum level. The _____SERVICE PROVIDER shall eliminate all possible causes of hazards. No waste shall be burnt or disposed-off within or in the external vicinity of the APARTMENT premises.
17. The entire said works shall be executed according to the Plan and Schedule drawn up by the _____SERVICE PROVIDER and approved by the _____ASSOCIATION.
18. The _____SERVICE PROVIDER shall depute a knowledgeable person to supervise the work at site independently and available at all times at the site for consultation/discussion with the _____ASSOCIATION.
19. Safety of all working personnel, society members and their employees, vehicles (moving and parked) and the structure of building shall be borne in mind by the _____SERVICE PROVIDER . Compensation of damages shall be recovered from the _____SERVICE PROVIDER and the decision of the _____ASSOCIATION in the matter shall be final and binding.
20. Provision of first aid facilities shall be provided and maintained by the _____SERVICE PROVIDER, so as to be easily accessible at all times.
21. The _____SERVICE PROVIDER shall provide all required Personal protective equipment (PPE), including safety belt, harness, helmet etc. to the workers, and shall ensure that the workers follow safe working practices while on the premises.
22. Accident compensation - The total responsibility for providing compensation for injury and accidents related to work on the premises shall be that of the _____SERVICE PROVIDER and all expenses shall be borne by him. The _____ASSOCIATION shall not be responsible for any compensation whatsoever.

23. The _____SERVICE PROVIDER shall ensure that all debris/rubble/waste are cleared from the _____SOCIETY/Apartment premises from time to time, at his own costs, so as to keep the compound clean while the work is in progress as well as on completion of the said works. The _____SERVICE PROVIDER shall be responsible for disposal of such debris/rubble/waste in accordance with the regulations / requirements prescribed by BBMP.
24. The _____SERVICE PROVIDER shall ensure that fifteen days Stock of materials shall be made available to the _____SERVICE PROVIDER for each property being painted.
25. The _____SERVICE PROVIDER will assist in overseeing the work and ensure that the desired results are confirmed to process laid out by the Paint Manufacturing Company.
26. The _____SERVICE PROVIDER shall arrange for weekly/daily visits under notice to the Managing Committee of the _____ASSOCIATION by their technical staff during the _____activity.
27. The _____SERVICE PROVIDER shall endeavor to provide best effort to provide services with respect to site visits and supervisions free of cost and recommend its standard application procedure.
28. The _____SERVICE PROVIDER shall ensure that the final sample of the shade indicated by the _____ASSOCIATION should be demonstrated to the ASSOCIATION on a sample patch painting of 3m X 3m sq. size and only on getting final written approval from committee of members of _____ASSOCIATION on the final shade decided by the _____ASSOCIATION, will the work commence by the Service Provider .

ii. RESPONSIBILITIES OF THE ASSOCIATION:

- 1) _____ASSOCIATION shall provide covered and lockable space for material, tools, tackles and resting area for labour as agreed with the _____SERVICE PROVIDER throughout the duration of the execution of the work order.
- 2) It has been agreed by the _____ASSOCIATION that the water and electricity will be arranged by them at their own cost.
- 3) _____SERVICE PROVIDER shall arrange for hoses, water storage tanks of required capacity, water pumps, and electrical cables of standard quality conforming to all safety norms. ASSOCIATION will provide electricity and water points in every block.
- 4) The _____ASSOCIATION and the _____SERVICE PROVIDER shall jointly inspect the works being handed over by _____SERVICE PROVIDER and have to joint sign off for taking over area by the _____SERVICE PROVIDER at the time of Commencement and on Completion of every stage of work.
- 5) The _____ASSOCIATION will provide the required space to execute three patches of finished sampling for the purpose of final shade approval prior to the start of work and the same on approval will be communicated in writing to the _____SERVICE PROVIDER within five days of the sample patches being provided, prior to initiation of

work.

- 6) The _____ASSOCIATION will select and approve the shade combination in consultation with the _____SERVICE PROVIDER . Once selected and approved, the _____SERVICE PROVIDER has to maintain the shades throughout the work ensuring uniformity and consistency.

- 7) The _____ASSOCIATION, through its members and representatives, shall cooperate with the _____SERVICE PROVIDER to ensure a timely execution of the work. The _____ASSOCIATION shall further ensure availability of work areas, as indicated in **Annexure 1**.

- 8) The _____ASSOCIATION shall appoint its representative/s for overseeing the progress of the work. All matters pertaining to the discussions and negotiations etc. made before inking this contract shall be privy to the representative/s. The representative/s shall be solely responsible for liaison with the _____SERVICE PROVIDER and also for coordination with the members of the _____ASSOCIATION.
- 9) The _____ASSOCIATION shall also ensure timely removal of cars, two-wheelers, and other such vehicles, flowerpots, Nets, other extensions on external walls and other such items liable to damage from the area of work. The _____SERVICE PROVIDER will in no way be responsible for the effort and coordination involved in any such activity.
- 10) The _____ASSOCIATION will also ensure that, in course of the _____SERVICES of a certain block, no disturbance and delay in the progress of the _____work on account of society members and their employee movement, vehicle movement in the vicinity and other people not associated with the work is made. The _____ASSOCIATION, through its members and its representatives, shall facilitate timely and hassle-free execution of the work for the _____SERVICE PROVIDER .

INDEMNITY:

- 1) The _____SERVICE PROVIDER agrees to defend, indemnify, and save the SOCIETY and its office bearers from any and against all losses, claims, costs, liabilities, or expenses incurred, whether based in claims of tort or contract (including court costs and attorney fees) incurred or sustained by the _____ASSOCIATION due to negligence, fraud, gross misrepresentation, death, injury or any other claims that may arise due to any acts or omissions/ commissions on the part of the _____SERVICE PROVIDER , his employees or agents.
- 2) Notwithstanding anything contained in the agreement or elsewhere, in no event will a party be liable to the other/s with respect to any subject claim arising out of or in connection with this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any special, indirect, consequential or exemplary damages including but not limited to loss of revenue, or good will, or the possibility of such damages.

WARRANTY:

The arrangements for the warranty for the work done shall be as follows:

- 1) The SERVICE PROVIDER_____ hereby provides a Standard Flat FIFTEEN (15) years Waterproofing and Paint Performance warranty on the products supplied by the _____Paint Manufacturing Company, It's the Service Provider 's responsibility to collect the certificate and make it available to the _____Association.
- 2) If the damage, defect or problem arises due to negligence or deliberate omission/ conduct / or mishandling on the part of any member of SOCIETY or public, the same will however stands excluded from the purview of this Warranty. It is the Service Provider's responsibility to collect the paint warranty certificate from the paint manufacturing company and provide it to the apartment association.
- 3) The Warranty shall in addition to the contents of the Warranty card be subject to and shall not cover the defects arising out of factors out of the Paint Manufacturing Company/ Service Provider control inter alia,
 - a) Natural calamities
 - b) Paint failure due to internal water leakage.
 - c) Cracking of surface, problem with cement, improper curing to the structural mechanical problems.
 - d) External environmental factors other than rains, sunlight and weather.
 - e) Area on which concrete repairs or other work has been executed after commencement of the warranty period.

This list is not exhaustive and does not cover all factors which are beyond the Paint Manufacturing Company/ Service Provider control.

- 4) Damage done by external agencies in carrying out the work at the site:
 - a) The _____ASSOCIATION shall be required to espouse its complaint grievances within fifteen days from the date it transpires to their knowledge that a complaint or grievance thereof has occasioned.

SEVERABILITY:

If any of the provisions of this Agreement is held to be invalid or unenforceable under any statute or rule of law, the invalidity or unenforceability of such provisions shall not affect the other provisions of the Agreement and such other provisions shall remain in full force and effect and binding on the parties.

ARBITRATION: In the event of any dispute arising under this contract the parties shall endeavor to resolve the same by mutual discussion. In case the dispute remains unresolved the same shall be referred to arbitration of two Arbitrators and shall be conducted in accordance with the Indian Arbitration Act 1940, and the Rules made there under.

PAYMENT TERMS:

The _____SERVICE PROVIDER to submit running account bills to the _____ASSOCIATION. The _____ASSOCIATION will have to certify the bill within 5 days from the date of bill submission.

AMENDMENT:

No amendment or change hereof or addition hereto shall be effective or binding upon any of the Parties hereto unless the same is reduced in writing with specific reference to this Agreement and executed by the Parties hereto.

SURVIVAL:

Any and all obligations under this agreement which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive, including, but not limited to, those arising from the Confidentiality, Indemnification and other obligations and liabilities arising out of this Agreement.

FORCE MAJEURE:

Neither Party shall be responsible for any failure to perform or for any delay in performance of the terms of this Agreement where the failure or delay is due to acts of God which shall be limited only to any public enemy, war, riot, act of terrorism, embargo, explosion, pandemic, epidemic, sabotage, flood, from whatever cause arising; enactment, promulgation or issuance of any laws, regulations, orders or decrees of any competent governmental, regulatory or judicial authority ("Force Majeure Event"). If any party is delayed in the due execution of its obligations under this Agreement due to such circumstances, the respective party shall immediately give the other party notice in writing of the cause of delay as soon as practicable and shall inform the other Party of the period for which it estimates that the failure or delay will continue. Such party shall, however, perform said obligations as soon as reasonably practicable following removal of the cause of the force majeure and/or its effects. In the event the parties are unable to perform their respective obligations due to the subsistence of any Force Majeure situation beyond a period of one month from the dates contemplated under this Agreement; the same shall however entail termination of this Agreement on a pro rata basis based on mutual Agreement.

WAIVER:

The failure of either Party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this Agreement shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.

CONFIDENTIALITY:

The parties acknowledge that in the course of fulfilling their obligations under this Agreement, both parties may be required to share information that is proprietary, confidential or sensitive in nature. All information shared between the parties pursuant to this Agreement shall be deemed to be confidential.

ENTIRE AGREEMENT:

This agreement together with all the annexures, schedules and/or appendices constitutes the entire agreement and understanding between the parties hereto and supersedes all oral and written representations and agreements between the parties relating to the subject matter thereof. However, this agreement will not relieve the parties from their respective rights and obligations against each other arising out of or in connection with any previous Agreement.

TERMINATION:

This Agreement may be terminated by either of the Parties without assigning any reason by giving thirty (30) days prior written notice to the other Party.

If either Party (“**Defaulting Party**”) is in breach of any of the terms, conditions and covenants of this Agreement, the other Party (“**Non-Defaulting Party**”) shall give to the Defaulting Party prior written notice of 7 days to remedy the breach. If the Defaulting Party is unable to remedy the breach, then the Non-Defaulting Party shall be entitled to terminate this Agreement by giving 30 days prior notice in writing to the Defaulting Party.

This Agreement will be terminated at the conclusion of the time period of the agreement.

JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of India. Dispute arising out of the contract under this agreement shall be subject to the jurisdiction of courts, tribunals and forums in Bangalore.

NOTICES:

All notices required to be served under this Agreement shall be in writing and sent by registered mail with acknowledgement or by facsimile, to the other party hereto at the addresses provided hereinbefore or any later addresses, notice of which having been previously given by one party to the other.

Address _____

Street _____

City: _____

State: _____

Pincode: _____

Annexure I - Scope of Work (Total Scope of Work)

S.no	Product Details	Area(Location)	Area (Square Feet)	Specification	Rate/sqft	T

Annexure II: Payment Schedule:

MILESTOENS Vs PAYMENT			
1	MOBILIZATION ADVANCE		
2	AFTER COMPLETING THE WASHING + CRACK FILLING + ONE COAT OF PRIMER		
3	AFTER COMPLETING TWO COATS OF EMULSION ON EXTERIOR WALLS		
4	AFTER COMPLETING THE INTERIOR AREA WORKS AS PER THE QUOTATION		
5	AFTER COMPLETING THE WORKS AT BASEMENT, COMPOUND WALL AND ALL OTHER WORKS AS PER AGREEMENT		
6	AFTER COMPLETING THE ENAMEL WORK		

Milestone	Day	Area	Work Completed	%	Amount

Annexure III: Exclusion List & Support Required from Association

SUPPORT REQUIRED FROM ASSOCIATION	
1	Service provider will remove the bird net, he is not responsible for re fixing and the damages
2	Association has to provide water, electricity, Material storage & Labour camping space as free of cost
3	Association has to ensure the access of balcony on time for _____SERVICES
4	Service provider will remove and re fix the duct sheets and he is not responsible for the damages
EXCLUSION LIST	
1	Only one side of the compound wall in scope of painting except front area wall
2	Lift car & Door
3	Balcony Wall & Ceiling
4	Main Door of Individual Flats
5	No civil work in the scope of painting
6	Additional Window / Balcony grills of residents (only builder provided grills in the scope)
7	No powder coating works in the scope of painting
8	Only painted pipes in the basements

Please note that all the payment advices are to be routed to the Service provider and the payment will only be released after a formal confirmation.

We would request you to complete the entire _____SERVICE as per the above terms and conditions.

Kindly acknowledge receipt of this acceptance of work order and confirm your acceptance of the same by sealed and signing the duplicate copy of the acceptance of the work order on all its pages.

Thanking you,

Yours faithfully

Apartment Owners Association,
Bangalore

(Service Provider Name)
Bangalore