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Signature

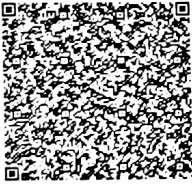
Name : Kaliyan Singh, Acc Code : UP14016904

Acc Add : Sub-Registrar, Noida, Mob : 9554475000

License No : 202/2021-2022, Tehsil & Distt : Dadri, G.B. Nagar

**Certificate No.** : IN-UP66666671817613U  
**Certificate Issued Date** : 16-Apr-2022 10:08 AM  
**Account Reference** : NEWIMPACC (SV)/ up14016904/ GAUTAMBUDDH NAGAR 1/ UP-GBN  
**Unique Doc. Reference** : SUBIN-UPUP1401690424532753945164U  
**Purchased by** : KV II SECTOR 82 NOIDA  
**Description of Document** : Article 5 Agreement or Memorandum of an agreement  
**Property Description** : S K-312-B SECTOR 110 NOIDA G.B.NAGAR UP  
**Consideration Price (Rs.)** :  
**First Party** : KV II SECTOR 82 NOIDA  
**Second Party** : RBS ENTERPRISES  
**Stamp Duty Paid By** : RBS ENTERPRISES  
**Stamp Duty Amount(Rs.)** : 100  
 (One Hundred only)

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### CONTRACT AGREEMENT FOR PROVIDING HORTICULTURE SERVICES

This Contract between M/s RBS Enterprises, Regd. Add: SK-312B, Sector-110, Noida-201304 hereinafter called the "Contractor" and the Apartment Owners Association Kendriya Vihar-II Sector-82, Noida (U.P) hereinafter called the "AOA, KV-II" has been signed on this 1<sup>st</sup> April, 2022 with the agreement that the contractor shall provide comprehensive Horticulture services for maintenance and upkeep of green areas in Kendriya Vihar-II Sec-82, Nodia (U.P) for a period of one year w.e.f 01.04.2022 with a maximum contractual price of Rs.1,26,400.00 plus 18% GST Rs.22,752.00 i.e., Rs.1,49,152/- (One lakh forty nine thousand one

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shellestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

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**hundred fifty two only) per month** for employing 01 Supervisor and 11 Gardeners (Malis) and a maximum of **Rs.10,000 (Ten thousand only) per month** for purchase of Materials required for Horticulture services. The contractual price shall remain firm during the contract period and be subject to actual attendance of personnel and purchase of materials. The changes in minimum wages, ESI, EPF, etc. will be the responsibility of the contractor.

The Horticulture services for maintenance of green areas in the Kendriya Vihar-II shall be provided by the contractor under the terms and conditions of this Agreement as stated hereunder:-

### Horticulture Services in KV-II, Sector-82, NOIDA

#### Terms & Conditions

##### 1. Personnel

- a) The Contractor shall provide complete horticulture services in the KV-II Complex deploying 12 full time employees comprising one (01) Supervisor and 11 Gardeners (malis).
- b) The contractor shall ensure that all rules/regulations as stipulated under payment of Wages Act, Employees State Insurance Scheme, Employees Provident funds Act, Contract Labour Act, Child Labour Prevention Act, Laws on Prevention of Sexual Harassment at Workplace.etc are fully adhered to and no infringement on this account is caused directly or indirectly. The AOA, KV-II shall bear no liability towards violation of any statutory provisions under Labour Laws and/or any other laws applicable.
- c) The contractor shall submit a monthly report containing the details of EPF & ESI deducted and credited into individual's account with appropriate/concerned department as a Proof for release of their monthly payment. If it is noticed at any stage that EPF & ESI of any individual has not been credited properly, the AOA will not take any responsibility for this lapse. The contractor will bear all the consequences, whatsoever, of the same. TDS will be deducted as applicable.
- d) The contractor shall furnish to AOA complete details of the personnel employed by him for horticulture job in the KV-II complex including name, photo, residential and permanent address along with police verification document before actual commencement of the services.
- e) The Supervisor and the personnel deployed for horticulture job shall wear uniform **Green** in colour or jacket as approved by the AOA and wear photo ID card indicating name of the person, contractor's/firm's name & address, for identification purpose during duty hours. The cost of Uniform or Jacket/Photo ID shall be borne by the contractor.
- f) The contractor shall provide horticulture services in the KV-II complex on all seven (7) days of the week during normal working hours (8:30 hrs to 17:00

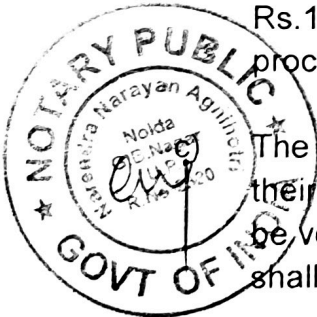
Nagendra



- hrs). Benefits of weekly off and holidays would be given as per rules and regulation of wages shall abide by the contractor.
- g) The contractor shall ensure that leave reserve personnel are arranged quickly without any loss to horticulture assets/services.
- h) The gardeners (malis) and helpers employed by the contractor must be above 18 years of age & should have basic knowledge of maintaining green areas including cutting & pruning of trees & shrubs, weeding and grass cutting, sowing seeds of seasonal flowers and planting seedlings, growing plants in the KV-II nursery, watering of green areas, etc.
- i) The supervisor deployed by the contractor must be qualified for such job having at least two year of experience in supervising horticulture related job mentioned in the scope of work and basic knowledge of landscaping. He shall plan all horticulture related work in advance and oversee its implementation to the satisfaction of AOA KV-II.
- j) The supervisor shall maintain regular liaison with the horticulture In-charge of AOA and be available in the KV-II premises during working hours and also as and when required. He shall provide attendance and 'Work Done Report' to Horticulture In-charge, AOA, KV-II, on daily basis.

## 2. Materials

- a) The contractor shall purchase all materials required for the maintenance of green areas in KV-II including tools & implement, PVC pipes, manures & fertilizers, pesticides, plants & shrubs, etc. after prior approval of the Horticulture In-charge, AOA, KV-II.
- b) The cost of such materials procured for horticulture services every month shall not exceed the total agreed amount meant for such materials maximum Rs.10,000/- (Rupees Ten Thousand only) per month. All materials so procured shall be the property of AOA, KV-II.



The contractor shall maintain a Stock-Register of materials indicating date of their purchase, use of consumables and wear & tear. The Stock-Register shall be verified by the Horticulture Department from time to time. The stock-register shall be kept in the office of AOA, KV-II.

## 3. Period of Contract

- a) This contract with the AOA shall be valid for a period of **one (1) year with effect from 01<sup>st</sup> April, 2022 to 31<sup>st</sup> March, 2023**. The contract period can be extended for further period by mutual consent. The contract value will remain firm throughout the period of contract.

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- b) The AOA shall have the right to terminate the contract with one month prior notice if the performance of the contractor is not found up to the mark as per the contract agreement during the contract period.

#### 4. Payment Terms

- a) The contractor shall generate bills on monthly basis by 7<sup>th</sup> date of every month, enclosing attendance sheet (actual man-days employed during the month), bills of materials procured, and a work done report Vis-a-Vis targets set for the month.
- b) Payment to the contract shall be made through A/c payee cheque in favor of **M/s RBS Enterprises** after proper verification of bills and ensuing satisfactory completion of work. Tax and surcharge as per the rules in force shall be deducted.
- c) Proportionate deductions for shortage of attendance of manpower employed in a month shall be made.
- d) The contractor shall indicate the cost of materials separately and its payment shall be on actual basis subject to the maximum ceiling of Rs. 10,000/- (Rupees Ten Thousand only) per month.
- e) The AOA, KV-II sector-82, Noida shall have the right and be entitled to withhold payment to the contractor in the event of any breach of terms & conditions of the agreement. The decision of board of management in this regard shall be final.

#### 5. Performance/ Security Deposit

The contractor shall furnish a **Performance/ Security Deposit** of Rs.50,000/- (Rupees Fifty Thousand only). This amount shall be refunded to the contractor on satisfactory completion of contracted service or as and when the contract is terminated after settling any loss/damage of KV-II property. No interest will be paid on Security Deposit.

- b) It will be obligatory on the part of the contractor to maintain the contract for a minimum period of one year at the quoted rates. Any termination of the contract on the part of the contractor shall make him liable to forfeiture of Performance/Security Deposit.

#### 6. Penalty

Suitable financial penalty shall be imposed on the contract in case contractor fails to provide the services as per terms & conditions of the contract. The penalty amount shall be decided by the Board of Management on the basis of loss of horticulture assets.

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## 7. General

- a) The contractor shall prepare work schedule for every month keeping in view the scope of work as mentioned in the **Para 12** and other requirements and submit the same to the In-charge, Horticulture department in advance. He shall also periodically brief the AOA representatives/ Horticulture In-charge about the work being done by him and future plans.
- b) The contractor/Supervisor shall ensure proper maintenance of submersible pumps, hydrants and other assets of KV-II installed for horticulture purposes. The Contractor/ Supervisor shall also ensure to avoid wastage of water, misuse of electricity and other facilities of AOA, KV-II by their personnel.
- c) The disposal waste collected from the green areas of KV-II shall be taken away without any delay and disposed off suitably to the authorized dumping locations outside the periphery/campus on daily basis. The contractor shall make necessary arrangement in this regard.
- d) The contractor shall maintain a register for complaints related to works assigned to him and shall attend to the complaints on the same day or within reasonable time depending on the nature of the work to the best satisfaction of the AOA, KV-II/ residents.

## 8. Confidentiality

The contractor shall ensure that its staff shall not at any time, without the consent of the AOA, KV-II in writing, divulge or make known any such information about infrastructure and the residents which may prove detrimental to the AOA.

## 9. Force Majeure

The obligations of the contractor and the AOA, KV-II shall be suspended when either party is subjected to force Majeure which can be termed as civil disturbance, riots, strikes, storm, tempest, acts of God beyond the control of man, emergency states etc.

## 10. Settlement of Disputes

Any situation which may arise and which is not specifically mentioned in this agreement may first be sorted out by mutual sittings of both the parties.

That the disputes between the parties to this agreement arising out of or touching upto this agreement shall be referred to the sole arbitrator of the third party as per prevailing law or decided by mutual discussion whose decision shall be final and binding on both the parties.

## 11. The total monthly value of the contract would be as under:

Category of Personnel	Required Number	Rate / Wage per head per month (in Rs) (inclusive of EPF, ESI contributions and	Total (in Rs.)
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Supervisor		service charges)	
Gardeners (Malis)	1	12,000.00	12,000.00
Total contract value per month (Including GST which will be paid as applicable )	11	10,400.00	1,14,400.00
GST 18%			22,752.00
Total contract Value per month			1,49,152.00

## 12. SCOPE OF WORK

- a) The Contractor shall plan and undertake jobs to improve overall aesthetics of the complex by planting new trees, shrubs, ground covers, etc whenever required.
- b) The contractor shall grow seasonal flowers in the Nursery of Kendriya Vihar-II and plant them at suitable places at least twice a year (summer and winter).
- c) The contractor shall prune trees, plants & shrubs, hedge, ground cover, etc and lay grass whenever and wherever required.
- d) The contractor shall arrange/procure manures & fertilizers, plants & shrubs, PVC pipes and other materials to properly maintain the green areas of Kendriya Vihar-II complex as per requirement.
- e) The contractor shall procure and sprinkle pesticides on the plants & shrubs from time to time as per the requirement.
- f) The contractor shall arrange for regular watering of plants, shrubs, ground covers, grass etc in the green areas Kendriya Vihar-II complex.
- g) The contractor shall keep parks, lawns and other green areas clean by sweeping and weeding out unwanted plants.
- h) The disposal waste collected from the green areas of KV-II shall be taken away without any delay and disposed off suitably to the authorized dumping locations outside the periphery/campus on daily basis.
- i) The contractor shall make arrangement for proper operation of submersible pumps/other water outlets installed in the Kendriya Vihar-II complex for horticulture purposes.
- j) The Contractor shall keep the tools & implements used for horticulture services in running condition by routinely maintaining and servicing them.
- k) The contractor shall maintain a register for the complaints related to works assigned to him and attend to the complaints within reasonable time to the best satisfaction of the residents.

13. The contractor and the AOA, KV-II acknowledges that this agreement and these conditions contain the whole agreement amongst the parties and they have not relied upon any oral or written representation made to it by the contractor or its employees or agents.

14. In witness where of the parties hereunto have set and subscribed their hands the day, month and year herein before mentioned and bind themselves, their heirs, successors, administrators and assigns.

*Nagendra*

15. The agreement shall take effect from 01/04/2022 or from the assuming the services whichever shall be later and the compliance will be submitted in writing to the AOA, KV-II stating therein that the area of responsibility has been understood and taken over in Toto.
16. In witness whereof the parties hereto have on 1<sup>st</sup> day of April 2022 out above append their signature in token of their acceptance of the agreement aforesaid.

Signed on behalf of AOA, KV-II

Signed on behalf of M/s RBS Enterprises

( Narendra S )

( Manindra )

AOA, KV-II

Place: Sector, 82 Noida

Place: Noida,

Date:

Date: 01/04/2022

Witness:

Witness:

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1

2

2



ATTESTED

Narendra Narayan Agnihotri  
Advocate (Noida)  
R.No-2320  
Noida G.B.Nagar

4 MAY 2022

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Manindra

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