

**AGREEMENT**

This Agreement is made and entered into at Colombo on this **12<sup>th</sup> day of May 2026** by and between **EAP FILMS AND THEATRES LIMITED** a company duly incorporated under the laws of Sri Lanka bearing registration No. PV 5947 PB and having its registered office at No. 42, Dr. N.M. Perera Mawatha, Colombo 08, in the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as "EFT" which term or expression shall mean and include the said **EAP FILMS AND THEATRES LIMITED** its successors and assigns) of the ONE PART and **RV.LK COMPANY HOLDINGS (PVT) LTD** a Company duly incorporated under the Companies Act No. 07 of 2007 bearing registration PV 00228546 and having its registered office at No. 128/8, St. Theresa Road, Kandana (Hereinafter referred to as "Contractor" which terms as in herein used shall where the context so requires and admits mean and include the said **RV.LK COMPANY HOLDINGS (PVT) LTD** its successors and assigns) of the OTHER PART;

**WHEREAS** EFT in the business of *inter alia* establishing and running studios and cinemas, import, distribute films in entertainment industry and the Contractor is in the business of construction;

**AND WHEREAS** the Contractor agreed to provide its services to EFT for the renovation and to upgrade the infrastructure of EFT cinema of Roxy Wellawatta.

**NOW KNOW YE AND THIS AGREEMENT WITNESSETH THAT:-****1. DEFINITIONS**

|                                    |                                                                                                                                                                                                                                                        |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"EFT"</b>                       | means EAP Films and Theatres Limited of No. 42, Dr. N M Perera Mawatha, Colombo 08                                                                                                                                                                     |
| <b>"The Contractor"</b>            | means RV.LK Company Holdings (Pvt) Ltd, No. 128/8, St. Theresa Road, Kandana                                                                                                                                                                           |
| <b>"The Consultant"</b>            | means Lotus Construction Management Consultant (Pvt) Ltd who is appointed by EFT and is responsible for administering and supervising the execution of the work. In the absence of such appointment EFT itself should be considered as the Consultant. |
| <b>"Parties hereto or Parties"</b> | means EFT and the Contractor.                                                                                                                                                                                                                          |
| <b>"Project/Works"</b>             | means the infrastructure upgrades including the replacement of the ceiling of the site.                                                                                                                                                                |
| <b>"Site"</b>                      | means the premises of EFT cinema of Roxy Wellawatta (Savoy Premier) situated at No. Roxy Cinema. 472, Galle Road, Wellawatte.                                                                                                                          |
| <b>"Contract Sum"</b>              | means the total contract sum of Rupees Sixteen Million Four Hundred and Eighty-Four Thousand Seven Hundred                                                                                                                                             |

**EAP FILMS & THEATRES LIMITED**

Only (Rs.16,484,700/-) with VAT and other applicable taxes.

**"Defect Liability Period"**

means the period of 365 days from the date of commencement of the project and subject to the successful completion of defects rectification as may be certified by the project Consultant.

**Contract Documents**

This Letter of Award, together with the Conditions of Contract, Specifications, Drawings, Bill of Quantities, and all other documents forming the Contract, shall constitute the Contract between the Parties.

**2. SCOPE OF THE PROJECT**

- 2.1 The Contractor is solely responsible for carrying out all work necessary to achieve the objectives of the Project whether or not expressly requested. The Contractor shall liaise with all relevant parties as required for the implementation of the Project and co-operate with the officers appointed by EFT.
- 2.2 The scope of the Project shall involve the renovation and replacement of the existing ceiling and acoustic works at the Site, including all associated works, materials, installations, repairs, finishing, and related activities necessary for the proper completion of the replacement of ceiling and related acoustic works.

**3. TERM OF PROVISION OF SERVICES**

- 3.1 The Contractor shall mobilize and commence work at least within 02 days of the date of the contract. The Contractor shall handover the completed work on/or before 5<sup>th</sup> of August 2026.

**4. GENERAL OBLIGATIONS OF THE CONTRACTOR**

- 4.1 The Contractor shall ensure that the said Project is completed within 55 days starting from 12<sup>th</sup> of June 2026 in keeping with the best workmanship practices.
- 4.2 The Contractor shall be fully responsible for the execution and completion of the Works in accordance with this Contract and shall ensure compliance with all applicable laws, regulations, and industry standards.
- 4.3 The Contractor shall appoint a qualified Chartered Engineer to review and approve their drawings, designs, specifications, and related technical documents prepared in connection with the Works and thus such drawings shall be reviewed and approved by the said Chartered Engineer prior to the commencement of any construction or site works.



- 4.4 The Contractor shall provide the verified drawings and shop drawings by the Chartered Engineer to Lotus Construction Management Consultant (Pvt) Ltd ("the Consultant") and receive approval for same to commence and carry out the works.
- 4.5 The Contractor shall remain solely responsible for the adequacy, accuracy, and compliance of all works executed under this Contract.
- 4.6 The Contractor shall be responsible for providing and installing all access panels required for the sound system, air conditioning (AC) ducting, and lighting systems as part of the ceiling works, ensuring proper integration, functionality, and ease of maintenance of the respective services.
- 4.7 The Contractor shall be responsible for full coordination with the Air conditioning (AC) Contractor and all other related building services, including but not limited to electrical, lighting, and sound systems, insofar as they interface with or are affected by the ceiling works, to ensure proper integration and execution of the Project.
- 4.8 All civil works associated with the installation of the air conditioning (AC) system shall be carried out by the Contractor, including any necessary structural modifications, supports, openings, or reinforcements required for the proper installation and integration of the AC system within the Works.
- 4.9 The Contractor shall at all times adhere to the guidelines issued by EFT.
- 4.10 The Contractor shall commence the work as stipulated in Clause 3 hereof and shall carry out the works at site from Monday to Sunday during 8.00 am to 10.00 pm. No accommodation will be provided on site for Contractor's workers. However, storage spaces & sanitary facilities for workers will be provided by EFT.
- 4.11 The Contractor shall provide the necessary experienced Engineering & Technical staff and labor, equipment, and other required materials and resources for the execution of the Works shown in the drawings/shop drawings prepared by the Contractor and approved by the Consultant and described in the closed quotation dated 28.05.2026 (**Annexure A**) to the entire satisfaction of the Consultant.
- 4.12 The Contractor shall, at its own cost, employ a suitably qualified Technical Officer on a full-time basis at the Site throughout the duration of the Works.
- 4.13 The Contractor shall furnish the following documents to EFT;  
i) Immediately Contractor's All Risk Policy, Copies of Workmen Compensation Policy and Plant & Equipment Insurance Cover, Contractor's All Risk Policy
- 4.14 The Contractor shall ensure completion of all works pertaining to the said Works as per the required specifications and quality of EFT. Any item if considered below standard or quality by EFT shall be replaced by the Contractor at no extra cost to EFT.



4.15 In the event any damage is occasioned to the building structure, fixture or fitting attributable to the negligence of the Contractor and/or its employees, agents and/or any personnel deployed by the Contractor, same shall be repaired or replaced at the cost of the Contractor.

4.16 The Contractor shall at all times be liable for the safety of all items belonging to the Contractor located at the site.

4.17 The Contractor shall be solely responsible for the correct design of the items/services offered hereunder.

4.18 The Contractor shall follow the safety regulations and keep the site and surrounding as clean as possible during Works of the Project. The Contractor will ensure that all precautionary measures will be taken to avoid dust emission, noise pollution and/or any such nuisance to the surrounding area of the Site and/or general public.

4.19 The Contractor shall be provided with below stated facilities;

- i) Storage facilities for bulk materials depending on space available within the site
- ii) Access to temporary power distribution available within the site
- iii) Access to all temporary lighting distribution available within the site
- iv) Temporary sanitary services including toilet, washing facilities available at site
- v) General security shall be provided.

4.20 A detailed inventory list required for Project completion must be finalized prior to the commencement of the project in consultation with the Consultant and EFT. The inventory list should be approved by the Consultant. The Project will proceed based on the approved inventory by the Consultant and execution schedule.

4.21 The Contractor shall remove all debris, surplus materials and any other waste generated from the Works and shall leave the Site in a clean and satisfactory condition prior to handover.

## 5. PRICE AND PAYMENT TERMS

5.1 The entire Contract Sum shall be Rupees Sixteen Million Four Hundred and Eighty-Four Thousand Seven Hundred Only (Rs: 16,484,700/-) with VAT and other applicable taxes.

5.2 Payment of said amount of Rupees Sixteen Million Four Hundred and Eighty-Four Thousand Seven Hundred Only (Rs: 16,484,700/-) shall be made as follows;

- a) Prior to the commencement of the Works, the Contractor shall prepare and submit a detailed project programme setting out the main phases, sub-phases, milestones, and timelines of the Project. Such project programme shall be reviewed and approved by the Consultant and EFT, and all payments shall be made in accordance therewith as per **Annexure B**.
- b) Upon the commencement of each main phase of the Project, EFT shall pay the Contractor an advance equivalent to one hundred per cent (100%) of the seventy per cent (70%) allocation attributable to such main phase, subject to the Contractor fulfilling all requirements stipulated by EFT for the release of such payment.



- c) Where multiple main phases are scheduled to commence in accordance with the approved project programme, the advance payments referred to in Clause 5.2(b) shall be released accordingly for each such phase.
- d) Fifteen per cent (15%) of the value attributable to each main phase shall be paid progressively upon the satisfactory completion of the relevant sub-phases and milestones based on the approved project schedule attached as **Annexure B** within such main phase, as certified by the Consultant.
- e) The remaining Ten per cent (10%) of the Contract Sum shall be paid upon the satisfactory completion of all Works under the Project and certification thereof by the Consultant.
- f) Five per cent (5%) of the Contract Sum shall be retained by EFT as retention money and shall be released upon the expiry of the Defects Liability Period of three hundred and sixty-five (365) days from the date of completion and handover of the Works, subject to the Contractor having satisfactorily rectified all defects and fulfilled its obligations under this Contract.
- g) All payments shall be subject to the submission of the relevant invoices, supporting documents, and certifications required by EFT and the Consultant.

5.3 The Contract Sum is Rupees Sixteen Million Four Hundred and Eighty-Four Thousand Seven Hundred Only (Rs: 16,484,700/-) with VAT and other applicable taxes. Details of the Contract price is given as per the quotation dated 28.05.2026, and the payment for the work done, shall be on the work properly completed as may be certified by the Consultant at the rates given in the Bid document.

5.4 All payments shall be subject to the submission of the relevant invoices, tax invoices and other supporting documents as may be required by EFT.

5.5 The Contractor shall NOT be entitled to claim any attendance and coordination fee and no other payment shall be paid from the scope of works.

5.6 No payments shall be allowed or paid on account of fluctuations in labor wages prices of materials, goods & equipment and exchange rates.

## 6. ACCEPTANCE CERTIFICATE

6.1 EFT shall issue an Acceptance Certificate to the Contractor on expiration of 12 months from the date of completion of the Project provided the Project/Works is completed to the satisfaction of EFT by the stipulated date hereof and/or all defects non-conformities are rectified within Fourteen (14) days of receipt of notice of the same by the Contractor.

6.2 In the event the Contractor fails to rectify such non-conformities as aforesaid EFT reserves the right to attend to such non-conformities and deduct the cost incurred from the sum payable to the Contractor.



## **7. WARRANTY**

- 7.1 The Contractor shall provide a warranty of a 10-year period in respect of the ceilings and any associated wall works carried out under the Project, covering workmanship, materials, and installation for a period to be agreed between the Parties, commencing from the date of completion and handover of the Works.
- 7.2 During the afore mentioned Defect Liability Period and the Warranty/ Maintenance Period the Contractor shall repair, replace and/or rectify free of charge all manufacturing and/or workmanship defects of the items and/or construction completed/provided by the Contractor.
- 7.3 The Contractor shall readily fulfill any additional requirements of EFT regarding items supplied by the Contractor hereunder at the same rate as those specified in the closed quotation/Bid during the aforementioned Defect Liability Period.
- 7.4 The Contractor shall undertake to repair/replace all damaged items for a period of One (01) year from the date of expiration of the warranty/maintenance period herein above mentioned, at a mutually agreed price.

## **8. TRANSFER AND ASSIGNMENT**

- 8.1 The Contractor shall not transfer, assign or subcontract this Contract to any other party without the prior written approval of EFT.

## **9. INDEMNITY**

- 9.1 The Contractor shall indemnify EFT and hold EFT, its consultants, employees and agents harmless from and against all losses and /or exposure by reason of liability imposed by law upon EFT for damages caused to property and /or persons due to bodily injury including death at any time resulting there from sustained by any person in consequence of the performance of this Work/Project if such injuries to persons and /or damage to property being worked upon is due to or claimed to be due to the negligence of the Contractor, its employees, sub-employees, sub-contractors or their agents.
- 9.2 The Contractor shall, at its own cost, obtain and maintain throughout the duration of the Works and the Defects Liability Period, a valid Contractors' All Risks Insurance Policy and such other insurance policies as may be required by law or reasonably required by EFT, issued by a reputable insurer acceptable to EFT. The Contractor shall provide copies of such policies and proof of payment of premiums upon request by EFT.
- 9.2 The Contractor shall indemnify, defend, and hold harmless EFT, its directors, officers, employees, agents, consultants, and representatives from and against any and all claims, actions, demands, losses, damages, liabilities, costs, expenses, penalties, and proceedings arising out of or in connection with the execution of the Works, including but not limited to any injury, death, loss, or damage suffered by any third party, to the extent caused by any



act, omission, negligence, breach of contract, or default of the Contractor, its employees, agents, subcontractors, or representatives.

- 9.3 Further the Contractor shall also comply with all applicable labour laws, EPF, ETF, workmen's compensation and occupational safety requirements and shall indemnify EFT against any claims arising therefrom.

## **10. LIQUIDATED DAMAGES**

- 10.1 If the contractor fails to complete the works within the period specified hereof or any extended time period granted for reasons other than those beyond the control of the Contractor or directly and solely attributable to EFT, the Contractor shall pay liquidated damages at the rate of Rs. 16,000/- per day to EFT for any delay in completion of the Works due to reasons attributed to the Contractor. This rate shall apply every calendar day of delay including Saturdays, Sundays and public holidays and may be recoverable by EFT from any moneys owing to the Contractor from EFT.

## **11. FORCE MAJEURE**

- 11.1 If either Party is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other Party under this Contract it is agreed that the affected Party shall give notice to the other Party with immediate effect giving full particulars of such Force Majeure.
- 11.2 The duties of such Party as are affected by such Force Majeure shall, with the approval of the other Parties, be suspended during the period of disability so caused, but for no longer period, and such cause shall be removed with all reasonable dispatch.
- 11.3 The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, industrial disturbances, war, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fire, floods, earthquakes, storms, lightning and any other causes similar to the kind herein enumerated which are beyond the control of any Party and which by the exercise of due care and diligence any Party is unable to overcome.

## **12. WAIVER**

- 12.1 The failure by either Party to the Contract to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement hereof at any time. Further, no waiver of any term or condition in this Contract by either Party shall be deemed a waiver of any other term or condition.

## **13. SEVERABILITY**

- 13.1 In the event any provision of this Contract including those relating to any limitations of liability or limitation on warranties is held to be invalid or unenforceable, the remaining provisions of this Contract shall remain in full force and effect.



#### **14. ENTIRE CONTRACT**

- 14.1 This Contract and the Annexes attached hereto constitutes the complete Contract between the Parties hereto. Any addition, amendment or modification hereto shall be valid and effective only if done in writing signed by the duly authorized representatives of the Parties hereto.

#### **15. TERMINATION**

- 15.1 EFT may terminate this Contract if the Contractor breaches any of the terms herein contained and not cured within Fifteen (15) days of notice of the said breach by EFT to the Contractor, unless such time period allowed for curing of the breach is further extended by mutual consent.

- 15.2 EFT may terminate this Contract with 7 days prior written notice to the Contractor.

- 15.3 Termination of this Contract shall be made without prejudice to the accrued rights and liabilities of the parties at the date of termination, unless waived in writing by the mutual Contract of the parties.

- 15.4 In the event of termination any amounts paid in advance to the Contractor shall be returned to EFT unless work to such value has been completed at the time of termination.

- 15.5 EFT reserves the right to terminate the contract with or without notice and compensation if:
- i) EFT is not satisfied with the workmanship of the Contractor's work or the materials used do not conform to the specifications or required quality and/or the work is not as per the specifications, drawings or according to the instructions and guidelines issued by EFT.
  - ii) The Contractor is found involved in unethical practices.
  - iii) The Contractor fails to adhere to the delivery schedule as stipulated hereof.

#### **16. CONFIDENTIALITY**

- 16.1 The Contractor shall keep all information including but not limited to all technical details, documentation, design, drawings, development, improvements, processes, know-how and other unpublished information transmitted or made available directly or indirectly to it by EFT.

#### **17. APPLICABLE LAW**

- 17.1 This Contract shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.

#### **18. DISPUTE RESOLUTION**

- 18.1 If any dispute or difference whatsoever arises between the parties concerning matters relating to this Contract or any provision thereof, the parties herein shall use their best endeavours to resolve the dispute or difference amicably. Provided however that the



Contractor shall not stop and/or slow down and/or affect work at the Site during the period of any such dispute.

- 18.2 Failure to reach an amicable settlement within 30 days from the notice of such dispute by the party who has a dispute to the other party, such dispute shall be settled in the courts of Sri Lanka.

## 19. NOTICE

- 19.1 Any notice or other information required or authorized by this Contract to be given by either Party to the other may be given by hand or sent (by registered post, facsimile transmission or comparable means of communication) to the other Party to the respective addresses herein mentioned, or to such other address written notice of which has been given.

## 20. ENTIRE CONTRACT

- 20.1 This Contract and annexures attached hereto constitutes the complete Contract between the Parties hereto. Any addition, amendment or modification hereto shall be valid and effective only if done in writing signed by the duly authorized representatives of the Parties here to.
- 20.2 In the event of any inconsistency between the closed quotation dated 28/05/2026, Letter of Award and Contract the latter shall prevail.

**IN WITNESS WHEREOF** the said parties hereto have caused this Contract to be executed in the manner hereinafter mentioned at Colombo on the date stated above.

**EAP Films and Theatres Limited**

**For and behalf of the Contractor**

**E. A. P. FILMS AND THEATRES  
LIMITED - PV 5947 PB**

Name:

Director

G.T. Jayaseelan

Name:

Vasana Danthanarayana

**VASANA DANTHANARAYANA  
DIRECTRESS**

**RV.LK COMPANY HOLDINGS (PVT) LTD.**

Company Registration No. PV 00228546

No.128/8, St. Theresa Mawatha,  
Kandana, Sri Lanka.

Witness:

Signature:

Name:

NIC:

Address:

Ram de Cosk  
19943626740  
167/A, Surrigamal m.v.,  
Boralesgamuwa

Name:

Witness:

Signature:

Name:

NIC:

Address:

**RASHENDI VIHARA  
DIRECTRESS**

**RV.LK COMPANY HOLDINGS (PVT) LTD.**

Company Registration No. PV 00228546

No.128/8, St. Theresa Mawatha,  
Kandana, Sri Lanka.

Tharushini Perera<sup>9</sup>

9969722590

508/B14, Kaspalana, Kandana.

## Savoy Premiere (Roxy Cinema)

| Description                                       | Qt         | Unit Price  | Amount               |
|---------------------------------------------------|------------|-------------|----------------------|
| <b>Wall</b>                                       |            |             |                      |
| 40x40x1.6 mm box bar                              |            |             |                      |
| 55 mm gi channel                                  |            |             |                      |
| 45 mm gi channel                                  | 4523(sqft) | 1500 (sqft) | 6,784,500.00         |
| 9mm gypsum board                                  |            |             |                      |
| 3mm sponge                                        |            |             |                      |
| Acoustic fabric                                   |            |             |                      |
| Other accessories                                 |            |             |                      |
| <b>Ceiling</b>                                    |            |             |                      |
| 40x40x1.6 mm box bar                              |            |             |                      |
| 45 mm gi channel                                  |            |             |                      |
| 9mm gypsum board                                  |            |             |                      |
| 3mm sponge                                        | 2714(sqft) | 2700 (sqft) | 7,327,800.00         |
| Acoustic fabric (black)                           |            |             |                      |
| Other accessories                                 |            |             |                      |
| <b>Wall Column<br/>(Acoustic)</b>                 |            |             |                      |
| 45mm gi channel structure                         |            |             |                      |
| 7mm bamboo charcoal<br>sheet (with cnc laser cut) | 659(sqft)  | 3600 (sqft) | 2,372,400.00         |
| 2mm white acrylic sheet                           |            |             |                      |
| 7mm inter locking joint                           |            |             |                      |
| Other accessories                                 |            |             |                      |
| <b>Grand Total</b>                                |            |             | <b>16,484,700.00</b> |

*[Signature]*  
AUTHORISED SIGNATURE  
RV.LK CONSTRUCTIONS (PVT) LTD.  
Company No: 3228346  
Kandana, Sri Lanka.





Head Office:  
No : 128/8, St. Theresa Mawatha, Kandana, Sri Lanka

Hotline :  
+94 71 6900 949  
+94 11 2231 116

Email :  
rvholdings.constructions@gmail.com

Website :  
www.rv.lk

Project plan For the Ceiling, wall and Wall column at Savoy Cinema at Wellawatta

| Item | Milestone             | Date Range         | Details                                                  |
|------|-----------------------|--------------------|----------------------------------------------------------|
| 1    | Agreement Signing     | 12-Jun             | Formal contract finalized and signed by all parties      |
| 2    | Mobilization          | 15-Jun             | Site preparation, workforce and equipment mobilized      |
| 3    | Breaking Items        | 15-19 June         | Removing sheets and clearing site                        |
| 4    | Steel Structure       | 20 June – 10 July  | Ceiling, wall, and wall column framework                 |
| 5    | Wiring                | 20 June – 10 July  | Electrical wiring installation alongside steel structure |
| 6    | Interior Installation | 11 July-17 July    | Gypsum board installation and interior finishing         |
| 7    | Material Covering     | 18 July – 4 August | Covering walls and wall columns                          |
| 8    | Completed project     | 5-Aug              | Completed Ceiling, wall and wall column work             |

Please note that:

We will commence the work on 15th june 2026, and the required funds should be released within 5 days from that date. Accordingly, this project plan has been prepared after taking this requirements in to consideration.



*[Signature]*  
AUTHORISED SIGNATURE  
RV.LK CONSTRUCTIONS (PVT) LTD.  
Company No. 128/8, St. Theresa Mawatha,  
Kandana, Sri Lanka.

*[Signature]*

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