

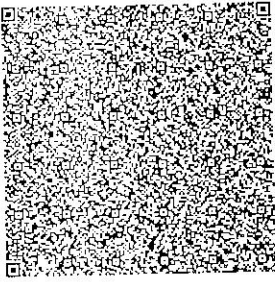
सत्यमेव जयते

## INDIA NON JUDICIAL

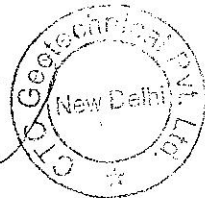
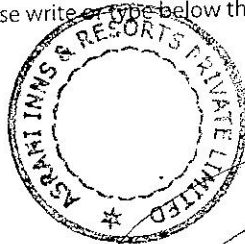
### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL550443712943480  
Certificate Issued Date : 01-Jun-2016 10:45 AM  
Account Reference : IMPACC (IV)/ dl867303/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL867303094306220815670  
Purchased by : ASRANI INNS AND RESORTS PVT LTD  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : ASRANI INNS AND RESORTS PVT LTD  
Second Party : Not Applicable  
Stamp Duty Paid By : ASRANI INNS AND RESORTS PVT LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line



## CIVIL WORK JOB CONTRACT

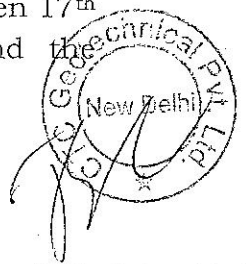
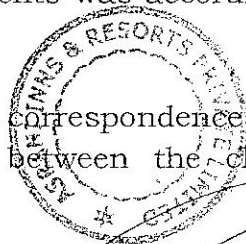
This agreement entered into on 4<sup>th</sup> day of June 2016 between **M/s. Asrani Inns & Resorts Pvt. Ltd.**, a company incorporated under the Companies Act, 1956, having their registered office at Plot No.01/02, Wazirpur District, Netaji Subhash Palace, New Delhi and Corporate Office at 6<sup>th</sup> Floor, JMJ House, Orchard Avenue, Hiranandani Gardens, Powai, Mumbai- 400 076, (hereinafter called "**Client**", which expression unless repugnant to the context thereof shall include its successors & permitted assigns) represented by Mr. J. M. Joshi, Chairman/ Director of the First part;

AND

**M/s. CTC Geotechnical Pvt Ltd.**, having registered office at Punjabi Bhawan, First Floor, 10 Vishnu Digamber Marg, New Delhi - 110 002, INDIA. (hereinafter called the "**Contractor**", which expression, unless repugnant to the context thereof shall include his successors & permitted assigns) represented by its director Dr. K.S. Chawla of the other part.

WHEREAS :

- A. That the client is in absolute occupation and possession of the property arcop admeasuring 7030 sqmts , situated at Plot No.2 Netaji Subhash Palace, Wazirpur District Centre, New Delhi, hereinafter referred to as "property".
- B. The client is desirous of constructing and developing hotel building consisting of hotel and commercial space with four basements and ground plus 15 floors upon Plot No.2 of the said property, (for the sake of convenience hereinafter referred to as "hotel project".
- C. That during the period of December 2015 to February 2016 the client had floated tender cum bid documents for the construction of the hotel project.
- D. That contractor participated in the tender process and submitted its bids between February to May-2016.
- E. That the client evaluated the entire tender cum bid documents received by them and upon evaluation of the same the contractor's offer under the tender cum bid documents was accordingly accepted by them.
- F. Their after in the series of meetings and correspondences between 17<sup>th</sup> May, 24<sup>th</sup> May and 28<sup>th</sup> May-2016 between the client and the



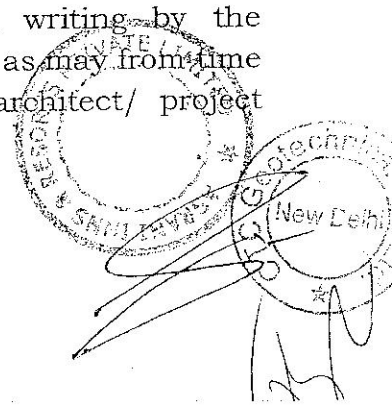
contractor it was decided by the client that the contract for the hotel project be awarded to the contractor on the following terms and conditions mutually agreed upon by the parties. The parties confirm and consent that all the correspondence of 17<sup>th</sup> May, 24<sup>th</sup> May and 28<sup>th</sup> May, 2016 shall be read along with this agreement.

G. The Client and the Contractor are hereinafter referred to in the collective as the "**Parties**", and in the singularly as the "**Party**".

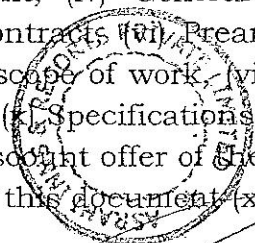
**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Definitions:**

- a. **Tender cum bid documents means and include:** Notice inviting expression of interest for tender for the said project and respective tender cum bid documents received and submitted.
- b. **Approved approvals means:** Approval in writing including subsequent written confirmation of previous verbal approval.
- c. **Construction plant means:** All equipment's, appliances of things of whatsoever in nature required for the execution, completion or maintenance of the work of temporary work but does not include materials, or other things intended to form or forming part of permanent work.
- d. **Contract means:** The instruction for tender, general conditions for contract, specification, drawing, bill of quantities, letter of acceptance, contract agreement and all addenda and attachment related to above.
- e. **Contract price means:** The price agreed & accepted mentioned in the Letter of Acceptance.
- f. **Contract sum means:** Contract price subject to such additions thereto or deductions there from as may be made under the provisions herein contained.
- g. **Contractor means:** The particular persons, firm whose tender has been accepted for executing the work. Contractor includes his personal representative, successors, and permitted assigns.
- h. **Day means:** Day from midnight to midnight.
- i. **Drawing means:** The drawing mentioned in the contract documents, any modification of such drawings approved in writing by the Architect/ project manager and such other drawings as may from time to time be furnished or approved in writing by architect/ project manager.
- j. **Architect means:** M/s. Arcop Pvt. Ltd.



- k. **Project Manager means:** Project manager appointed and designated by the client for the purpose of this project.
- l. **Representative of architect/project manager means:** The authorized assistant or subordinate to whom the architect /project manager may have delegated certain powers and duties acting separately within the scope of particular duties entrusted to them.
- m. **BIS means:** Bureau of Indian Standard.
- n. **ISS means:** Indian Standard Specification
- o. **Month means:** from the beginning of the given date of the calendar month to the end of preceding date of end of next calendar month.
- p. **Year means:** The financial year.
- q. **Client means:** M/s. Asrani Inns & Resorts Pvt. Ltd.
- r. **Permanent work means:** The permanent work executed and maintained in accordance with the contract.
- s. **Rupee means:** Indian Rupee
- t. **Site means:** Plot No.1 & 2, Wazirpur District Centre, Netaji Subhash Place, New Delhi where the works are to be executed or carried out and any other lands or places provided by the Client for the purposes of the contract together with such other places as may be subsequently approved as forming part of site.
- u. **Temporary work means:** Construction and maintenance of temporary work of every time required in or about its execution on maintenance of the work.
- v. **Specification means:** Specification referred to in the tender or any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the architect of the project manager.
- w. **Week means:** The temporary as well as permanent work executed in accordance with the contract.
- x. **R.A.Bills means :** Running Account Bills.
- y. **Bank Guarantee:** Means Bank Guarantee furnished from any nationalized bank.
- z. **Technical standards /assumption agreed:** Shall mean and include technical assumptions as per tender documents and specified in Annexure "A" annexed hereto.
- aa. **Documents means:** (i) Instructions to Tenderer, (ii) Tender forwarding letter, (iii) Letter of Intent, (iv) General conditions of Contract (v) Special Conditions of Contracts (vi) Preamble to Bill of quantities, (vii) Bill of quantities and scope of work, (viii) Annexures/ Approved makes, (ix) List of drawings, (x) Specifications (xi) Minutes of Meetings (xii) Offer / revised offer / discount offer of the contractor in writing before or after the execution of this document (xiii) Any further



written communication in furtherance of the execution of this contract.

**2. Appointment:** The client appoints the contractor as civil contractor for the said project.

**3. Duration:** The contract shall be valid binding and subsisting for the period of **Two years** commencing from date of payment of mobilization advance against bank guarantee from Nationalize Bank.

**4. Scope of work:** The scope of work is more particularly described in **Schedule -A**, annexed herewith.

**5. Price:** The contract price will be specific to item rates for each scope of work is more particularly described in **Annexure-B collectively** annexed herewith thereby providing corresponding rates against the individual scope in concurrence with the offer / revised offer / discount received by the contractor vide offer dated 24<sup>th</sup> May 2016.

**6. Responsibility/ obligation and duties of the parties:**

**A. Of Contractor:**

i. Shall perform all the works as specified in the scope of work/ tender document and the said work shall be carried out in accordance with the drawings and specifications provided under the tender documents or upon instructions as may from time to time be given by the client, architect / project manager.

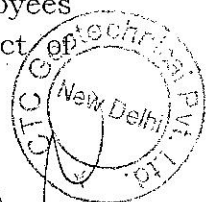
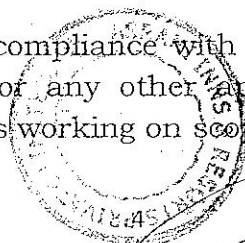
ii. Shall obtain necessary licenses as provided u/s 12 of the Contract Labour (Regulation and Abolition Act, 1970).

iii. Shall be responsible for safety of the workers and employees at site as per tender document, and shall also responsible for safety and security of the materials supplied by the client free of cost and lying at the site during the continuation of the project.

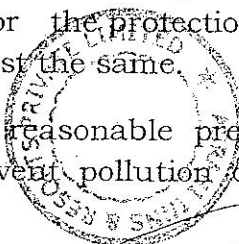
iv. Shall be responsible for all compensation or accidental charges

v. Shall be responsible for insurance including CAR policy and accordingly shall take out contractor's all risk insurance policy in a joint name of the client and contractor to cover damages to and loss of property in concurrence with tender documents.

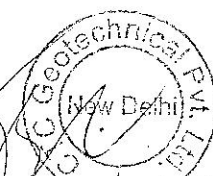
vi. Shall be responsible for compliance with provident fund and employees state insurance Act. and /or any other applicable statute in respect of labour laws for his employees working on scope of work.



- vii. Shall be responsible to furnish the documents and evidence for all statutory compliances along with every running Bill .
- viii. Shall be responsible for the payment of wages including overtime to the workmen and ensure its timely payment thereof.
- ix. Shall maintain registered giving particulars of the contract labour employed, nature of work, rate of wages etc.
- x. Shall be responsible to maintain proper records of the material supplied to him and received at the project and submit reconciliation along with Running Bill.
- xi. Shall maintain site order book, site of the work wherein the instructions of the client's architect / project manager or his representative shall be recorded.
- xii. Shall be responsible to keep all the documents/ drawings/ information etc. received from the client, architect or project manager strictly secret and confidential and use them only for the purpose of fulfilling the contract.
- xiii. Upon fulfillment of the contract shall be responsible to return all the documents/ drawings etc. to the architect/ project manager of the client.
- xiv. Shall be responsible not to diverse either through him directly or through any representative any business secret of the client, which may come to their knowledge during the course of the contract.
- xv. Shall be responsible to provide all the necessary superintendence during the execution of the work and as long thereafter as may be necessary for proper discharge of contractor's duty.
- xvi. Shall be responsible to provide / procure at his own expenses all tools, plant and equipment required for the execution of the work.
- xvii. The Contractor shall be responsible for all the tests laid down in the contract specification to ascertain quality of materials and shall adhere to instructions of the architect/ project manager of the client.
- xviii. The Contractor shall be responsible to take all reasonable precaution to prevent unlawful /illegal activities or conduct by or amongst his employees and shall be further responsible for the protection of person and property in a neighborhood of the work against the same.
- xix. Shall be responsible to take all the reasonable precaution to the satisfaction of the project manager to prevent pollution of site and the environment.



*[Handwritten signature]*



xx. The contract shall strictly adhere to all the conditions specific to green building practice as a part of his contractual obligation in concurrence with the conditions specified thereto in the contract document.

xxi. Shall be responsible to adhere to all the statutory safety norms and conditions in concurrence with appropriate statute and tender documents.

xxii. Shall be responsible with clean and tidy the complete project site including all the work areas store and structures.

xxiii. Shall be responsible to ensure that no damages done to the work during the construction by arranging the adequate protection towards work against effect of drought, sunshine and windfall.

xxiv. Shall be responsible for their own office space and other infrastructure other at the site.

xxv. Shall be responsible to maintain site properly which is barricaded with G.I. sheet already up to 8-10 feet heights. If any extension and/or rectification of the same are required during the project it shall be done by contractor upon payment on actual from the client.

xxvi. Shall be responsible for if required may set up batching plant at site at his own cost.

xxvii. And generally shall be responsible for all the act, performance, duty, obligations terms and conditions in concurrence with the tender documents of the project.

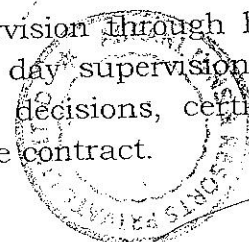
**B. Of Client:**

i. The client shall be responsible for the timely payment of contractor's money towards the scope of work as per clause 7 of this contract hereinafter.

ii. The client shall be responsible for timely submissions of approved plans, drawings, specifications, to the contractor for the said project.

iii. Shall be responsible to give approval / comment / objections & instructions within 7 days from the date of receipt of the same for the contract.

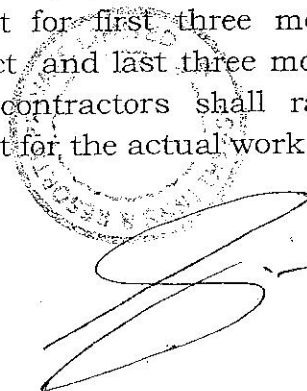
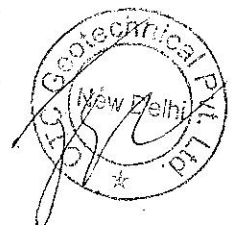
iv. Shall be responsible to carry out site supervision through his project manager and discharge their duties in day to day supervision, test and examine the materials, workmanship, issuing decisions, certificates for adhoc payment and orders in accordance with the contract.



- v. Shall handover to the contractor and permit them to use without charge the site and lands shown in the contracts drawing for execution of work, site office, and stores and for related activities excluding labour hutment. The contractor shall not commence any operation on such land except with the approval of the project manager.
- vi. Shall be responsible to evaluate the progress of the work in coordination with the contractor by conducting periodical review meetings.
- vii. Shall be responsible for any approvals for starting of excavation work at site.
- viii. Shall be responsible to provide financial assistance to purchase MIVAN shuttering by the contractor and same shall be recovered on pro rata basis in RA bills and nothing will be paid by owner to contractor extra for using of MIVAN shuttering instead of conventional shuttering system
- ix. Shall be responsible to supply to the contractor free of cost ready mix concrete and reinforcement steel in respective BOQ items only
- x. And generally shall be responsible for strict adherence of its all the respective obligations/ duties terms and conditions in concurrence of the tender documents of the project.

#### 7. REMUNERATION:

- i. The client shall pay the contractor, remuneration for services rendered under the provisions of this Agreement read along with all the annexures, and tender document provided however, that such remuneration shall be payable only if the contractor has duly performed all its obligations and covenants under this agreement and has discharged all its functions and responsibilities to the satisfaction of the client.
- ii. Client shall pay to contractor 50% of accessed bill value after TEN days from the date of submission of Bill and balance within 28 days after certification of bill from its submission.
- iii. The remuneration payable shall be subject to deduction of tax at source or any other statutory deductions as applicable.
- iv. The contractor shall not raise any bill until completion of work equivalent to 1,50,000,00/- only ( Rs one crore fifty lacs ) for each plot, Save and except for first three month from the commencement of the project and last three month before the conclusion of the project contractors shall raise bill upon mutual discussion with client for the actual work done.



- v. Client shall pay mobilization advance equivalent to 7% of the accepted contract value in two instalments of which 5% initially shall be paid against the equivalent amount bank guarantee from nationalized bank with LOI and balance 2% after satisfaction of complete mobilization of tools and plant and machinery at site.
- vi. Client shall pay to contractor any payment for extra items shall be determined as per prevailing market practice and mutual understanding.

### 8. Retention Money:

The Client shall deduct from payments of the contractors R.A bills for the purpose of /retention money of @ 5% up to maximum of Rs.1,75,000,00/- only ( Rs.One Crore Seventy five lakhs only ). The contractor may replace the retention money lying in cash with client by submitting equivalent amount of Bank Guarantee from nationalized bank for the required period in multiple of 50 lakhs.

### 9. Release of the Retention Money:

Client shall refund to the contractor 50% of the retention money against submission of equivalent amount of bank guarantee for required period after Virtual completion and balance amount after completion of defect liability period.

### 10. Liquidated damages:

The Contractor shall pay liquidated damages as per tender documents

### 11. Variation:

Contract price is valid for total variation in the contract amount of +/- 20%

### 12. Co-ordination /Facility Sharing With other agencies:

Co-ordination and facility sharing with other agencies will be on payments on mutually agreed rates and conditions.

### 13. Waterproofing Guarantee:

Contractor shall furnish guarantee for waterproofing and anti termite treatment work for Ten years as per industry standards.




**14. Time is Essence of Contract:**

Contractor shall complete the project within two years from the date of payment of mobilization advance against nationalize bank's bank guarantee, as time is essence of contract.

**15. Escalation /Adjustment:**

No escalation up to Contract period, after that escalation shall be calculated as per standard procedures. Price adjustment (on the basis of Basic Rate of material as given in tender) shall be applicable during the contract period and further in extension period also on structural steel, Cements and Bricks only.

**16. CONFIDENTIALITY:**

Both the parties undertakes to keep confidential all the information received and /or obtained by either party in the performance of the respective duties, obligations of all the terms and conditions of this agreement read along with all the annexures and tender documents.

**17. INTELLECTURAL PROPERTY RIGHTS:**

Both the parties owns their respective intellectual property rights and undertake not to infringe and prejudice each other's intellectual property rights during the subsistence of this agreement read along with all the annexure and tender documents.

**18. INDEMINIFICATION:**

Both the parties undertake to indemnify each other for the loss or damages caused to and suffered by due to any act of omission and commission and /or any negligence of one party to the other.

**19. MISCELLANEOUS:**

- i. The contractor shall not assign, delegate, transfer, etc. any of their right/s and/or obligation/s under this agreement to any third person/s, concern/s, firm/s, company/ies or entity/ies.
- ii. The contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified the client, its officers, employees and representatives, from all or any claims, losses, demands, damages, etc., which the client, its officers, employees and representatives may or are likely to suffer by

9

Geotechnical Pvt. Ltd.  
New Delhi

reason of acts, defaults, deeds, things, omissions and commissions committed by the contractor, while performing the conditions of this agreement.

- iii. If the P.C.C 1:2:4, 1:3:6, 1:4:8 and 1:5:10 replaced with grade of concrete M-15, M-10, M7.5 and M-5 and if cement content varies then amount will be adjusted upon mutual discussion.
- iv. For Shoring (Item no-1.05) Rate will be finalized after getting the final design and drawing from consultant on actual status of site /ground. However the contractor shall submit the design with structural consultant for its approval for the finalization of rate.

## **20. SEVERABILITY :**

If any provision contained herein should be held unlawful, becomes incapable of performance by either party, is rendered void or unenforceable for any reason, that provisions shall be severed from this agreement and the other provisions shall continue to be valid and performed, as if the severed provision was never a part of this agreement.

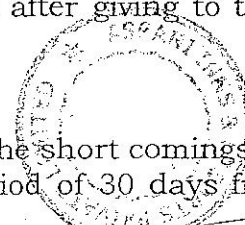
## **21. MODIFICATIONS:**

No terms and conditions in the agreement read with annexures and tender documents shall be amended or modified except prior written consent and confirmation by the parties in writing.

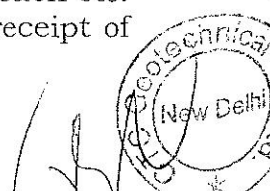
## **22. TERMINATION :**

If at any time the Client is of the opinion that the Contractor is not carrying out the work as required under the provision of this Contract as agreed upon, or has used sub-standard material, or has committed a breach of and / or has not observed any of the terms of this Agreement and/or its annexures /tender document, the client shall have the right to terminate the contract after giving to the Contractor a notice of 30 days to that effect specifying the short-coming breach, or non-observance of the contract, and after giving to the Contractor an opportunity to rectify the same.

In case the Contractor does not rectify the short comings / breach etc. at his costs and expenses within a period of 30 days from receipt of



*[Handwritten signature]*



the notice (time being the essence), the client shall be entitled to terminate this contract and get the work done through any other contractor. The client shall have the right to claim damages / losses and costs incurred due to non-compliance of work by the Contractor as agreed upon. The decision of the client in this regard shall be final and binding on the Contractor.

Upon the termination of the contract and or expiry of the same either due to efflux of time and/ or completion of work to the satisfaction of client the parties shall take joint inventory of the stock of materials for records and account to the clients satisfaction.

### **23. NOTICES:**

All notices required to be given under this agreement shall be deemed to be sufficiently given if they are forwarded by registered post A.D./hand delivery at the respective address mentioned above with acknowledgement to:

The Director (Mr. J.M.Joshi)  
The contractor at: (Dr.K.S.,Chawla )

### **24. Confirmation and abidance:**

The annexures, tender documents and its terms and conditions thereof and attached thereto shall, be read and construed as forming part of this Agreement, and the parties hereto shall abide by / submit themselves to the conditions, and perform the agreement on their part with respect to said condition.

### **25. ARBITRATION**

In the event of any disputes, questions or differences whatsoever touching this Agreement, the same shall be referred to a Single Arbitrator to be agreed by both the Parties, or failing agreement, the Arbitrator will be appointed by the Hon'ble the Chief Justice of Delhi High Court, who will then preside over all arbitration hearings and such arbitrator to have all powers conferred on Arbitrators by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment of it for the time being in force. The decision of the Arbitrator shall be final and binding between the parties. The arbitration proceedings shall take place in Delhi and the expenses of the arbitration shall be borne by the parties in equal proportion.

26. GOVERNING LAW / JURISDICTION:

This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Delhi only.

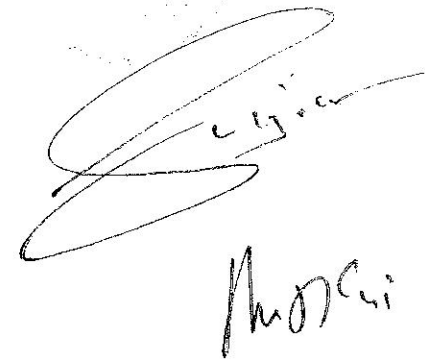
In WITNESS WHEREOF the parties hereto have set their hands hereunto the day and year first above written:

SIGNED AND DELIVERED by the  
Withinnamed **Client**  
**M/s. Asrani Inns & Resorts Pvt. Ltd.**  
Represented by Chairman/Director  
Shri Jagdishprasad Mohanlal Joshi



In the presence of

Name :  
Address:



SIGNED AND DELIVERED by the  
Withinnamed **Contractor**  
**M/s. CTC Geotechnical pvt ltd**  
Through its constituted attorney  
Dr.K.S.Chawla

In the presence of  
Name :  
Address:

