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Certificate No.	:	IN-DL12543807262373R
Certificate Issued Date	:	29-Jun-2019 04:11 PM
Account Reference	:	IMPACC (IV)/ dl883903/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL883903304946535785 31R
Purchased by	:	ASHADEEP CGHS LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ASHADEEP CGHS LTD
Second Party	:	HADISO CONSTRUCTIONS PVT LTD
Stamp Duty Paid By	:	ASHADEEP CGHS LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

ARTICLE OF AGREEMENT

This agreement is made on 29th June 2019 at New Delhi between **ASHADEEP C.G.H.S. LTD.** having its registered office at plot No. 3B, Sector- 2, Dwarka, New Delhi-110075 hereinafter called the EMPLOYER / SOCIETY, which expression shall mean and include its executors, administrators, assignees etc. of the FIRST PARTY

AND

M/s HADISO CONSTRUCTIONS PVT. LTD. having its registered office at 53A, DDA Flats, Pkt-1, Sector-10, Dwarka, New Delhi-110075 hereinafter called the CONTRACTOR, which expression shall include and mean its heirs, successors, legal representative etc. of the SECOND PARTY.

For Hadiso Constructions (P) Ltd.

Mohd Israf
Managing Director

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details available on the website renders it invalid.
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Whereas the SOCIETY is desirous of getting executed Civil, Plumbing & Electrical works for Extension at Ashadeep C.G.H.S Ltd., Plot No. 3B, Sector-2, Dwarka, New Delhi – 110075 as per specifications mentioned and as per drawing which includes:

(i) Construction and extension of Double height balcony in each of the flats and construction of five common terrace on top floors in A and B blocks.

(ii) Construction of store by covering of open shaft area in each flats in A and B blocks.

Now Society and M/s Hadiso Constructions Pvt. Ltd. has agreed to execute the work on the following terms and Conditions.

1. SCOPE OF WORK

Description & specification of items to be executed under the lump sum covered area rate:

S. No.	Description of Item	Specification
2.1	FOUNDATION	(i) Earth work in excavation in foundation trenches in all kinds of soil as per designed depth including dressing of sides, ramming of bottoms and getting out the excavated soil. (ii) Pre-construction Anti Termite treatment as per CPWD specifications. (iii) Providing and laying PCC lean concrete as per structural drawing. (iv) Cutting, chipping of concrete, if any in existing road, foundation including jointing the new construction with existing members wherever required through Hilti jointing system or welding of reinforcement with existing bars etc. for the foundation for proposed columns as per drawings and casting of foundation, columns, plinth beams, etc. up to ground floor level with M- 25 concrete or as per the specified mix in the structural drawings. (v) Back filling, watering & ramming and removal of surplus excavated soil as directed.

For Hadiso Constructions (P) Ltd.

Mehdi Israf

Managing Director

2.2	SUPER STRUCTURE	1. Cutting, chipping and chasing of existing RCC work including jointing the new column/ Beam with existing members wherever required through Hilti Jointing system or welding of reinforcement with existing bars etc. for casting of columns, beams etc. as required at all levels. For joining old & new concrete work epoxy based concrete bond chemical shall be used. RCC M-25 shall be used. All work shall be done as per Architectural and Structural drawings. 2. 9"thick brick wall with 1:6 cement mortar & 4 ½ ". Brick wall with 1:4 cement mortar reinforced with 2 Nos. 6mm dia MS Bars at every forth course wherever required. 3. Centering and shuttering including strutting, propping etc. and removal of form for all heights. 4. Steel scaffolding/staging as required to execute the work for all heights. 5. Barricading and putting safety mat at the work site.
2.3	REINFORCEMENT	Steel reinforcement for R.C.C. work including straightening, cutting, binding, placing in position and binding all complete using thermo-Mechanically treated bars as per structural design and drawings.
2.4	STEEL WORK	Steel work welded in built up sections/framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required for railings of Balcony matching with existing design.
2.5	WOOD WORK	1. Providing wood work in frame of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners or required dia and length for Double / single rebate frames 5"X 2 ½" & 4"X 2 ½" size with Marandi wood. 2. Providing and fixing shutters for glazed windows/ventilator (scanting) using Marandi wood. 3. Providing/ Fixing float glass sheet of nominal thickness 4 mm (weight not less than 10 kg/sqm.) for glazed windows.

For Hadise Constructions (P) Ltd.

Managing Director

		4. Providing and fixing 35mm thick factory made flush door shutters conforming to IS: 2202(part-1)non-decorative type, core of block board construction with frame of 1st class hard wood with teak wood ply on one face of shutter.
2.6	FLOORING	Marble stone flooring with as per existing pattern over 20mm (average) thick base of Cement mortar 1:4 (1Cement:4 coarse sand) laid and joined with gray cement slurry, including rubbing and polishing complete with using marble same as existing.
2.7	HARDWARE	All hardware for door & windows shall be aluminium consisting - (i) Handle D-type size- 125/100mm (ii) Tower bolt - 200/150/75mm (iii) Sliding bolt- 250/200mm (iv) Stay – 150mm (v) Door stopper etc.
2.8	ROOFING	(i) Water Proofing with two coats of cement slurry prepared with cement, SBR Latex and water as per manufacturer recommendation and testing the water proofing by filling water on roof for ten days . (ii) 10cm thick (average) mud phaska of damped brick earth on roofs laid to slop consolidated and plastered with 25mm thick mud mortar mixed with bhusa @35kg per cum of earth and Gobari leaping with mix 1:1 (1 Clay : 1 Cow dung) (iii) Providing and laying brick tiles grouted with cement mortar 1: 3 (1cement : 3 fine sand)mixed with 2%integral water proofing compound cement by weight of cement, with common brunt clay F.P.S (non modular) brick tiles of class designation 10. (iv) Providing gola 75 x 75 mm in cement concrete 1: 2 : 4 (1 cement : 2 coarse sand : 4 stone aggregate 10 mm and sown guage), including finishing with cement mortar 1 : 3 (1 cement : 3 fine sand) in 75 x75 mm deep chase as per standard design. (v) Making khurras 45 x 45cm with average minimum thickness of 5cm cement concrete 1 : 2 : 4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20 mm nominal size) cover P.V.C sheet 1m x 1m x 400 micron, finished with 12 mm cement plaster 1 : 3 (1 cement : 3

For Hadiso Constructions (P) Ltd.

Managing Director

		coarse sand) and a coat of neat cement, rounding the edges and making and finishing the outlet complete as per location of rain water down pipes at terrace.
2.9	INTERNAL FINISHING	Cement plaster on internal walls of mix 12mm/15mm thick of mix 1 : 6 (1 cement : 6 coarse sand), ceiling 6mm thick of mix 1 : 3 (1 cement : 3 fine sand) shall be plastered with cement mortar as per specified mix finished even and smooth.
2.10	EXTERNAL FINISHING	Providing plain cement plaster 12mm /15mm thick with cement mortar of mix 1 : 4 (1 cement : 4 coarse sand) as per existing finish.
2.11	INTERNAL ELECTRICAL	GI switch boxes suitable for modular switches, Modular Switches (Anchor/Roma make), copper wiring for all light & power points including extension from existing points in recessed UPVC conduit complete in all respect as per drawings. (for circuit wiring to proposed balconies the existing conduit of adjacent rooms shall be used).
2.12	PLUMBING	(A) Waste water pipe:- 3" Dia UPVC pipe for waste water complete with S.S./ UPVC Jali and necessary fittings as Tee, Elbow etc in Balcony. (B) Water Supply pipe:- Water supply point in each Balcony complete with required CPVC pipe.
2.13	PAINTING	(i) Applying plastic emulsion (ready mix) two or more coats on ceiling and walls of approved brand of required shade and colour complete as per manufacture's specifications to give an even shade. (ii) Applying exterior paint APEX of required shade and colour including priming coat of exterior primer. (iii) Painting with synthetic enamel paint of approved brand and manufacture two or more coats to give an even shade including a coat of redoxide primer on MS railing and other Steel sections .
2.14	GENERAL	1. Part of road dismantled due to excavation shall be repaired same as existing and services as SWD and Sewer line shall be diverted wherever required. 2. Malba shall be removed after dismantling to clear the site. 3. Cleaning up and handing over.

For Hadiso Constructions (P) Ltd.

Managing Director

3. CONSTRUCTION MATERIAL:

3.1 As per list of approved Make attached.

4. TIME:

4.1 Contractor shall complete the entire work within 15 months from the date of agreement. Extension shall be given by the Society subject to contractor applying for extension of time for stating therein valid reasons that had caused the delay.

5. DEFECT LIABILITY / MAINTENANCE PERIOD:

5.1 Contractor shall be responsible to make good and rectify / remedy at their cost any defect, which may develop or may be noticed before expiry of Twelve months from the **date of completion**/ date of submission of Final Bill.

5.2 In case of any defects or short comings the President / Secretary of the society shall give written notice to Contractor to rectify the same if Contractor fail to rectify/ remedy the same within 15 days of receipt of the notice, the President / Secretary of the Society shall be at liberty to take appropriate steps to rectify the defects at risk and cost of Contractor.

6. RATE:

6.1 Rate Rs. 1,350/- per Sq. Ft. (One Thousand Three Hundred Fifty Only) for newly constructed slab area.

6.2 Govt. Taxes as GST etc. shall be paid by the Society as per applicable rate by the Government time to time.

For Hadiso Constructions (P) Ltd.

Mohd Issaf

Managing Director

7. MODE OF MEASUREMENT:

7.1 Horizontal Slab area shall be measured for Billing purpose on different floor levels including Balconies, wardrobes, sun shade etc, horizontal area including walls of new construction & slab inserted in walls for additional area extended from existing area.

8. MOBILIZATION ADVANCE :

8.1 An amount of Rs. 5,00,000/- (Rupees Five Lacs Only) shall be released as Mobilization Advance against submission of Corporate Guarantee in two instalments of Rs 2.5 lac each and it shall be deducted on prorata bases from 1st R/A bill till the recovery of full amount.

9. PAYMENT TERMS:

9.1 Payment shall be made within 15 days of submission of Running Account bills and 30 days of submission of final bill.

10. RESPONSIBILITY OF SOCIETY:

10.1 Water shall be provided free of cost at one point in each block. Extension of the same for working at various levels shall be done by The Turnkey Agency.

10.2 Electricity shall be provided by the Society through sub Meter and will be recovered on the rate same as society is paying to the concerned department.

10.3 Coordination with flat owners/ occupiers for their cooperation for proper and smooth execution of works.

For Hadiso Constructions (P) Ltd.
Mohd Israf
Managing Director

11. PENALTY :

The Contractor shall complete the Project within the stipulated period of 15 months from the date of Agreement, failing which the contractor shall be liable to pay penalty of Rs. 15,000/- per week of delay subject to a maximum up to Rs. 4.0 lacs.

SCHEDULE OF PAYMENTS Phase -I:-

Store with Coverage of Open shaft

S. No.	Description of item of work	Percentage
1	Steel Scaffolding & Making cut out in wall to provide approach in shaft including removal of malba.	6%
2	Cutting chase all around/ rebaring and shuttering for roof slab.	20%
3	On completion of slab casting including slab conduiting & Reinforcement.	35%
4	Door/ window frame including necessary Brick work & dismantle of Brick work for door including disposal of Malba.	15%
5	On completion of internal Plaster & external Plaster wherever required, wall conduiting and electrical Boxes.	5%
6	Mud Phuska on Terrace	1%
7	On completion of flooring, Door & Window shutter	10%
8	Painting and electrical wiring & switches.	8%
	TOTAL	100%

For Hadiso Constructions (P) Ltd.

Managing Director

SCHEDULE OF PAYMENTS Phase -II:-

Double height Balcony work

S. No.	Description of item of work	Percentage
1	On completion of diversion of Sewerage, manholes, SWD drain if to be affected due to foundation works.	5%
2	On completion of Foundation and work up to plinth level.	12%
3	On completion of Columns	8%
4	On completion of slab casting & slab conduiting.	38%
5	On completion of Brick work & Railing.	10%
6	On completion of internal Plaster, wall conduiting and electrical Boxes.	5%
7	On completion of external plastering.	5%
8	On completion of Plumbing & Water Supply fittings in Balcony	3%
9	On completion of flooring	9%
10	On completion of terrace water proofing (Mud Phuska).	2%
11	On completion of painting, electrical wiring & switches.	3%
	TOTAL	100%

12. **RETENTION MONEY:**

12.1 5% of each RA Bill and final bill shall be retained as security maximum to the tune of Rs. 4 Lacs and shall be released after 12 months from the date of virtual completion of the work. The retention money can be released before 12 months against Bank Guarantee.

For Hadiso Constructions (P) Ltd.

Managing Director

13. SAFETY CLAUSES:

13.1 The Contractor shall be solely responsible for the safety of the workmen employed by them and shall provided insurance cover to them. They shall ensure all statuary obligation of their work force.

13.2 Before commencing the work Contractor has to obtain all relevant insurance cover under the following Policies :

(i) Contractor's All Risk Insurance policy.

(ii) Workmen's Compensation Insurance Policy.

13.3 The contractor shall take all precautions and preventive measures against fire hazards and any other disaster at the site and shall assume full responsible for the same.

14. SETTLEMENT OF DISPUTES/ ARBITRATION:

14.1All disputes and differences of any kind whatsoever arising out of or in connection with this contract as also with regard to the implementation, meaning, interpretation or implications of the various clauses of the contract and those of the Contract Documents or in respect of any other matter or thing arising out of or relating to the development and construction of the Project whether during the progress of the work or after their completion shall be communicated by the Contractor in writing to the Project Manager of Society and all possible efforts would be made by the parties to sort out and resolve all such matters of controversy, disputes and differences, amicably with due dispatch and effective priority.

For Hadiso Constructions (P) Ltd.

Managing Director

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14.2 Agreement shall be referred to the Arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996. The Parties agree that the reference of the disputes and difference between the Parties would be made to the Sole Arbitrator.

14.3 In the event of any dispute, difference or question arising out of execution of the said work, the same shall be referred to the sole arbitrator appointed by both the parties.

14.4 The jurisdiction and arbitration venue shall be at New Delhi. The procedure for the arbitration shall be determine by the Arbitrator. The parties undertake to abide and remain bound by the award of the arbitrator so rendered.

DEPUTY COMMISSIONER HOUSING SOCIETY ASHA New Delhi

(Employer)

For Hadise Constructions (P) Ltd.
Mohd Zeeshan
Managing Director

(Contractor)

Witness:-

1. _____

2. _____
(SAJID ALI)
RZ A 28/1, Mahavir Vihar
Sector-1, Dwarka, ND-75

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MAKES / BRANDS OF VARIOUS MATERIALS WHICH SHALL BE USED AS PER SCOPE OF WORK

CIVIL WORKS:

1	BRICKS F.P.S.	FIRST CLASS, DESIGNATION 75 FROM APPROVED KILN
2	COARSE SAND	BADARPUR / GHAGHAR / STONEDUST
3	FINE SAND	RIVER BED JAMUNA SAND
4	STONE AGGREGATE	QUARTERZITE FROM APPROVED QUARRY
5	CEMENT	SHRI ULTRA, JK, BIRLA, BINANI,ULTRATECH
6	TMT REINFORCEMENT STEEL	RATHI / KAMDHENU
7	MS ANGLES, FLATS, SQUARE SECTIONS	SUPREME / STANDARD OR EQUIVALANT
8	PRIMERS	SHALIMAR, BERGER, JOHNSON OR EQUIVALANT
9	ENAMEL PAINTS	NEROLAC, DULUX, BERGER
10	CEMENT BASED LIQUID WATERPROOFING COMPOUND	CICO, SIKA, PIDILITE,
11	ELECTRICAL	CONDUITING PIPE KALINGA OR EQUIVALANT & WIRE KALINGA/ HAWELS/ PLAZA OR EQUIVALANT, SWITCHES ANCHOR ROMA
12	DOOR/WINDOW FRAME	SEASONED MARANDI WOOD
13	FLUSH DOOR SHUTTER	35 MM THICK WITH ONE SIDE TEAK VENEER
14	WINDOW SHUTTER	MARANDI WOOD
15	HARDWARE : (I) ALUMINUM (II) BRASS HARDWARE & HINGES (III) STEEL BUTT HINGES	ARGENT/CROWN/CLASSIC/ALANSITALICA OR EQUIVALENT JOLLY - OXIDISED HEAVY DUTY
16	REBARING	HILTI, FISHER OR EQUIVALENT

ASHA DEEP CO-OPERATIVE HOUSING SOCIETY New Delhi

For Hadise Constructions (P) Ltd.
Managing Director