

LETTER OF AWARD

DATED:- 15TH JUNE, 2022

Som Projects Pvt. Ltd.
1201-1202, Tower-B, 12th Floor,
Millennium Plaza, Sector-27,
Gurugram-122002 (Haryana)

Subject: - Proposed Civil and Structural work (One Residential Tower having Single Basement + Stilt + 27 Floors) named as "ICONIC TOWER, MOUNT VILLE" for M/S. MAPSKO BUILDERS PVT. LTD.'

Dear Sir,

This is with Reference to discussion and negotiation held with you and representations and assurances that you have necessary Arrangements and Resources to perform and/or complete awarded Work Order/Contract, we are pleased to place the subject Work Order upon you as per the Terms and Conditions of this Work Order/Contract.

Mapsko Builders Private Limited, hereinafter shall be called as "Company/Owner" and you, M/S Som Projects Pvt. Ltd., hereinafter shall be called as "Contractor" for the purpose of convenience and to avoid any ambiguity or uncertainty to refer parties of this Work Order/Contract.

The expression "Company/Owner" and "Contractor", unless repugnant or contrary to the subject, context or meaning thereof, shall mean and include representatives successors-in-interest and permitted assigns of the respective parties.

2.1 Contract Value:- Based on cost plus profit of the job work, the tentative value of proposed work as works out to approximate Rs.40,00,00,000/- (Rupees Fourty Crore Only) plus applicable GST. This amount is indicative only and based on items of work, may vary on the actual quantities executed. Payment will be made as per contract of the executed quantities on agreed price as per contract.

2.2 Time of Completion:- The date of completion shall be 18 months from the date of issue of this Contract.

2.3 The order shall be governed by the terms and conditions of the contract and the various conditions duly agreed.



MAPSKO BUILDERS PVT. LTD.

CIN: U45203HR2003PTC107241

(An ICRA Rated Company • An ISO 9001:2008 Certified Company)

Registered Office: Baani The Address, 6th Floor, No.1 Golf Course Road, Sector-56, Gurgaon-122011, Haryana, India, Ph.: +91-124-4250610/20/30
Email: info@mapskogroup.com • Website: www.mapskogroup.com



- 2.4 The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor. The work shall throughout the stipulated period of the contract be proceeded with all the diligence (time being deemed to be the essence of the contract) and the contractor shall pay to the Owner as compensation, an amount equal to 0.5% or such smaller amount as the Project Head (whose decision in writing shall be final), may decide on the amount of the contract value for every week that the work may remain incomplete as per the time schedule. Subject to a maximum compensation of 5% of the contract value after which period action will be taken by the Project Head under the provision of the contract.
- 2.5 The contractor will arrange specified materials as per the provision of contract for the project and will get the same approved from Project Head / OWNER in written before using on work. The Contractor will make adequate storage arrangements for the same at his own and take due care for its proper use.
- 2.6 Work will be completed as per drawings, site requirements and on priority basis under Instructions of Project Head and in general accordance with detail specifications as given in contract and issued time to time. The decision of Project Head / Owner will be final & binding.
- 2.7 The contractor will be responsible and indemnify the Employer against all cases and claims in respect of injuries / casualties or damage to any person or material or any property whatsoever which may arise out of execution of this contract. The Contractor will get his labour and staff covered under comprehensive Insurance or and other statutory central or state govt. requirements like P.F etc. from time to time within 15 (fifteen) days of this order and the contractor will be responsible for any claim or penalty on this account. Security of workers will also be his responsibility and he will be responsible of safety regulation in respect of all the workers engaged for execution of this Contract.
- 2.8 It will be contractor's responsibility for any violation of the statutory and safety provision which may occur due to his lapses or due to the lapses on the part of his workman in executing the Contract at site.
- 2.9 The contractor will be responsible for the security of his men, machine and materials at work site. No loss due to theft or accident will be compensated by the Owner.
- 2.10 T.D.S as applicable from time to time as per rules will be deducted from your running bill.



A handwritten signature in black ink, consisting of a stylized 'S' or 'P' shape followed by a horizontal line.

- 2.11 The work included in the contract is tentative and can vary to any extent on either side.
- 2.12 Any conditions quoted by contractor previously, which are inconsistent with the contract document, terms or modify or vary or any other will not form part of the conditions of this order and it is specifically agreed that the above mentioned conditions will supersede all other conditions which are inconsistent with the above mentioned conditions.
- 2.13 Any extra item or substituted item will be discussed & Owner's approval obtained in writing before execution at site.

2.14 Owner has right to get any extra or substituted item executed from any another agency. The contractor will have no claim whatsoever in this regard.

2.15 Arbitration:

- a. Except where otherwise provided, the Parties shall first endeavor to settle their disputes, if any, amicably within 30 days of the receipt of notice from one Party to the other, giving details of the disputes and its intention to settle the disputes amicably. The aforesaid period of 30 days may be extended by mutual agreement.
- b. If the Parties fail to reach an amicable settlement within the aforesaid stipulated period, any Party may invoke arbitration for dispute resolution in accordance to the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date). The jurisdiction of any civil court would be barred for any dispute resolution/reference.
- c. All the disputes between the Parties shall be referred to the Sole Arbitrator so appointed. The place of arbitration shall be Haryana and only the Courts at Haryana shall have jurisdiction over all matters. The Arbitrator shall give reasoned award and the language of arbitration shall be English. The Arbitration shall held in accordance with the Arbitration and Conciliation Act (1996) or any statutory modification thereof. The Sole Arbitrator shall be at liberty to act as the Conciliator, in accordance with the aforesaid Act.

2.16 **Jurisdiction/Governing Laws:** This agreement is made/ entered under, and shall be governed by, and construed for all the purposes by all the governing laws of India which shall be in force at the time of signing this agreement or which may come into force later, shall apply to this agreement.

2.17 Subject to the provisions of the Arbitration and Conciliation Act, 1996 the jurisdiction shall be in Haryana, however, for the disputes which are/cannot be covered under arbitration, the court of Haryana shall have exclusive jurisdiction.

Engineer in Charge: Mr. Tasleem (Mob: 9813664979)

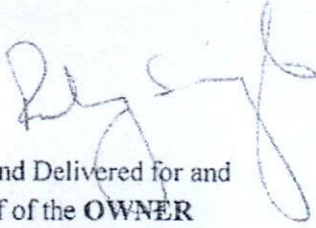
GST No. 06AADCM5296L1Z0



This Work Order is issued to you in duplicate. You are requested to sign and stamp the duplicate copy in token of your accepting the same and return to us for our record.

Thanking you,

Yours faithfully,



Signed and Delivered for and
on behalf of the **OWNER**
M/s MAPSKO BUILDERS Pvt. Ltd.



Signed and Delivered for and
on behalf of **CONTRACTOR**
M/s SOM PROJECTS PVT. LTD.

WITNESSES:

1.

2.

MAPSKO

Inspiring Development

